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Mr Justice Swayne

SUPREME COURT OF THE UNITED STATES.

No. 173.

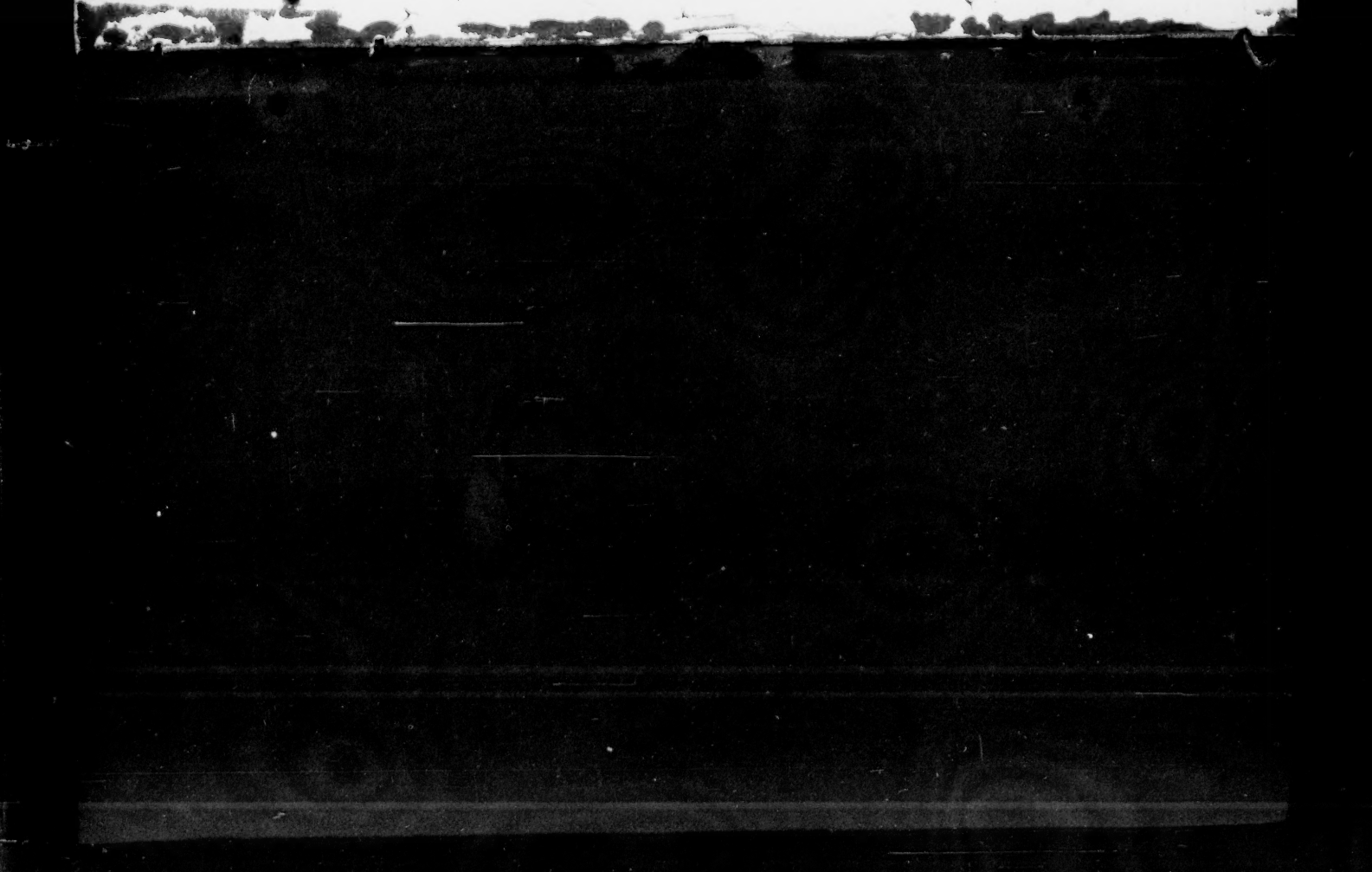
JOHN S. PARKER, VINCENT CHAPMAN, AND SAMUEL B. TOBEY, FORMERLY CO-PARTNERS UNDER THE FIRM OF PARKER, CHAPMAN & CO., TRUSTEES TO GEORGE STEVENSON, AND THE SAID GEORGE STEPHENSON, ASSIGNEE OF SAID FIRM OF PARKER, CHAPMAN & Co., COMP'TS AND APP'TS,

VS.

JAMES S. PHETTEPLACE & GEORGE A. SEAGRAVE, CO-PARTNERS TRANSACTING BUSINESS UNDER THE FIRM OF PHETTEPLACE & SEAGRAVE, AND CÆSAR A. UPDIKE, ADMINISTRATOR OF WALTER W. UPDIKE, DECEASED.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

GOVERNMENT PRINTING OFFICE.



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At a circuit court of the United States holden at Newport, within and for the Rhode Island district, on the fifteenth day of June, A. D. 1862, before Hon. Nathan Clifford, associate justice of the Supreme Court of the United States for the first circuit, the following cause in equity was appealed from said court to the Supreme Court of the United States at its December term, A. D. 1862.

Be it remembered that on the twenty-third day of May, A. D. 1856, the following bill in equity was filed in the clerk's office of the circuit court within and for the district of Rhode Island.

BILL IN EQUITY.—BILL OF COMPLAINT.

To the honorable judges of the circuit court of the United States for the district of Rhode Island.

John S. Parker and Vincent Chapman, of Williamsburg, in the county of Kings and State of New York, and Samuel B. Tobey, jr., of the city, county, and State of New York, formerly copartners, under the firm of Parker, Chapman & Company, trustees to George Stevenson, of said city of New York, assignee of said firm of Parker, Chapman & Company, and the said George Stevenson, in his said capacity as assignee, as aforesaid, all citizens of the State of New York, bring this their bill of complaint against James S. Phetteplace and George A. Seagrave, of the city and county of Providence, in the State of Rhode Island, merchants, copartners, transacting business under the firm of Phetteplace & Seagrave, and against Walter W. Updike, of said Providence, attorney at law, all citizens of said State of Rhode Island.

4 And thereupon your orators complain and say: That heretofore, to wit, on the day of , A. D. 1854, and subsequent to said date, one Edward Seagrave, of said city of Providence, was seized and possessed in his own right, of a large real and personal estate, the greater portion of which was situated in the State of Rhode Island; and that on or before the said day , A. D. 1854, the said Edward Seagrave became, and was at said time, largely indebted in the course of the business which he was then carrying on; that subsequently, to wit, on the day of , A. D. 1854, the said Edward Seagrave suspended payment and failed; that on or before the 26th day of October, A. D. 1854, the said complainants, Parker, Chapman, and Tobey, then doing business under the style of Parker, Chapman & Company, became and were possessed for a valuable consideration, of certain bills of exchange, drawn by said Edward Seagrave, then overdue and unpaid, and upon which the said Edward Seagrave had become charged and liable as drawer, by due demand, notice, and protest, according to law; and also of certain promissory notes, made by said Edward Seagrave; that on said 26th day of October, A. D. 1854, the said Parker, Tobey, and Chapman, commenced suit against said Edward Seagrave, in this court, for the recovery of the amount due on said bills and notes, and at the November term of this court, A. D. 1854, recovered

judgment thereon against said Edward Seagrave, for the sum of sixty thousand five hundred and twenty dollars, thirty-eight cents, debt, and ninety-three dollars and eighty-eight cents, costs of suit, and that execution issued thereon, upon which has been received no more than the sum of dollars, leaving the remainder of said judgment, with the additional costs upon the execution issued thereon, still due and unpaid. And said complainants further state, that on the twentieth day of December, A. D. 1854, the said Parker, Chapman, and Tobey made an assignment of all their property
5 for the benefit of their creditors, among which property was the judgment aforesaid against the said Edward Seagrave, to the said George Stevenson, one of said complainants. (A copy of said assignment is hereto annexed, marked A, and is made a part of this bill.)

And your orators further state, that during the pendency of said suit at law upon said bills and notes, the said Edward Seagrave combining and confederating with said defendants, James A. Phetteplace and George A. Seagrave, to defraud your orators, and to delay and hinder them in the collection of the judgment, which they were about to obtain in said suit, came to some bargain, understanding, and agreement, between themselves, by which the said Phetteplace & Seagrave were to purchase paper upon which the said Edward Seagrave was liable, then outstanding and unpaid, to an amount between forty and fifty thousand dollars, at a sum not exceeding twenty-five per cent. of the amount due on the face of such paper, and that the said Edward Seagrave, should turn over and convey to said Phetteplace & Seagrave all his property, or the greater part thereof, including all or nearly all his visible and attachable property, for said paper at the full value thereof, thereby leaving in the hands of said Phetteplace & Seagrave an amount equal to the difference between the amount of the principal and interest due on said paper, and the amount which they should pay for the same. And they further state that in pursuance of said understanding and arrangement, the said firm of Phetteplace & Seagrave purchased an amount of said paper upon which said Edward Seagrave was liable, exceeding the sum of forty thousand dollars, and amounting to about forty-three thousand dollars, at rates varying from fifteen to twenty-five per cent. of the amount of the face thereof, with the full understanding and knowledge on the part of said Edward Seagrave that they were purchasing the same, and with his assent to their making such purchase, and with the expectation and belief growing out of said understanding and agreement, that he would pay or secure to
6 them the full amount of principal and interest due thereon; and the said Edward Seagrave refused to purchase said paper at the rates at which it was purchased by Phetteplace & Seagrave, but referred all persons offering to sell such paper to said Phetteplace & Seagrave.

And your orators further state, that in pursuance of said arrangement, understanding, and agreement, between the said Edward Seagrave and the said Phetteplace & Seagrave, the said Edward Sea-

grave conveyed to them certain stocks and real estate, and mortgaged his said real estate in the State of Rhode Island, to secure them for a pretended indebtedness due from him to them, (a copy of which mortgage is hereto annexed, marked B, and is made a part of this bill,) and delivered to them certain notes and other evidences of debt, some of which were secured by mortgage, and all of which were at the time they were so conveyed, transferred, and delivered to said Phetteplace & Seagrave, of the value of fifty thousand dollars and upwards, and received from them the paper upon which he, the said Edward Seagrave, was liable, to the amount of about forty-three thousand dollars, and which they, the said Phetteplace & Seagrave, had purchased for a small percentage of the amount due thereon; and your orators aver, that said transaction was a fraud upon them, and was so intended by said parties, and was designed to hinder, delay, and defeat them in the collection of the judgment which they were about to obtain in the above-mentioned suit; and that the delivery of the paper of the said Edward Seagrave to him, by the said Phetteplace & Seagrave, was in pursuance of the arrangement, understanding, or agreement, which they had with him when they purchased the same at a small percentage as aforesaid, and was a mere pretence of payment, for the property and evidences of debt, transferred, and conveyed, and delivered, by him to them as aforesaid, and was in reality a fraudulent contrivance to enable the said Phetteplace & Seagrave to hold said property for the benefit of said Edward
7 Seagrave, and in fraud of your orators and the other creditors of said Edward Seagrave.

And your orators further state, that subsequently, to wit, on the fourth day of January, A. D. 1855, the said Edward Seagrave made and executed to Walter W. Updike, of said city of Providence, a deed of assignment of all his property, in and by which a preference is endeavored to be given to said Phetteplace & Seagrave, for the payment of all notes, drafts and acceptances held and owned by them, on which the said Edward Seagrave was in any way liable; and also for the payment to them in full, of all just claims and demands of every kind, which the said James S. Phetteplace and George A. Seagrave had as a firm, or as individuals, against said Edward Seagrave; and also for the purpose of indemnifying said firm and each of them from all liabilities and guaranties of every kind, which they, or either of them had incurred, or made, or given for said Edward Seagrave, or on his account, and at his request. (A copy of said deed of assignment is hereto annexed, marked C, and is made a part of this bill.)

And your orators further state, that the said Walter W. Updike was the attorney and legal adviser of the said Edward Seagrave, and had occupied that relation towards him for some time previous to the execution of said deed of assignment, and was fully acquainted with and well knew all the facts and circumstances hereinbefore set forth, and with the transfers of stock, and the delivery of note and other evidences of debt by said Edward Seagrave to said Phetteplace & Seagrave, and with the making of the mortgage from

said Edward Seagrave to said Phetteplace & Seagrave hereinbefore referred to, and hereto annexed, marked B, which said mortgage deed was drawn, executed and acknowledged in the office of said Walter W. Updike; and also with the purchase of said paper of said Edward Seagrave by said Phetteplace & Seagrave at a small percentage thereon as aforesaid, and with the arrangement, agree-
8 ment or understanding under which they purchased the same, and with the fraudulent design and intent of said parties in making said arrangement, understanding, or agreement, and to the execution of the same; and your orators aver, that said deed of assignment was a part of said fraudulent scheme, and that the preference of the said Phetteplace & Seagrave therein was designed and intended to cover up the previous fraudulent transactions, and that the same was known to said Updike at the time of the execution thereof; and they further state that paper of the said Edward Seagrave so purchased by said Phetteplace & Seagrave, and by them delivered to said Edward Seagrave, was by him, the said Edward Seagrave, turned over and delivered to said Walter W. Updike, as a part of the assigned property, instead of the property placed in the hands of said Phetteplace & Seagrave as aforesaid.

And your orators further state, that the notes and other property so placed in the hands of the said Phetteplace & Seagrave by the said Edward Seagrave, were by him and them treated as the property of said Edward Seagrave, both before and after the execution of said deed of assignment to said Walter W. Updike, and the said Edward Seagrave withdrew certain portions of said property, and used the same for his own purposes without account.

And your orators further state, that among the notes, evidences of debt, and other property, belonging to said Edward Seagrave and delivered by him to the said Phetteplace & Seagrave in pursuance of the corrupt understanding, arrangement, or agreement, aforesaid, and for the fraudulent purpose hereinbefore stated, were the following, to wit:

A note signed by Seagrave & Steere, dated April 7, 1852, payable in three years after date for the sum of $6,000.

A note signed by the same parties of the same date, and payable in four years after date for the sum of $6,000.

9 A note signed by the same parties, of the same date, and payable in five years after date for the sum of $5,000.

Also, six promissory notes signed by Francis Callahan, bearing date the first day of October, 1852, for the sum of seven hundred dollars each, payable as follows: the first in two years and six months after date, and the remainder in successive intervals of six months thereafter with interest, $4,200.

The said notes are secured by mortgage, which the said Phetteplace & Seagrave are endeavoring to collect by a sale of the property mortgaged.

Also, one note made by said Edward Seagrave, dated April 14, 1852, payable four years and eight months after date, for the sum of $19,000

Said note was given for the rent of a mill leased by said Edward Seagrave of Welcome Farnum, and the payment of it was secured by the terms of the lease.

Also, the said Edward Seagrave transferred to the said Phetteplace & Seagrave certain stock in the Wauregan Mills, a joint stock corporation, organized under the laws of the State of Connecticut, of the par value of $6,250.

Also, the said Edward Seagrave mortgaged to the said Phetteplace & Seagrave real estate in the State of Rhode Island, by the mortgage a copy of which is hereto annexed, marked B, of the value of at least $10,500.

And your orators further state, that the said defendants, Phetteplace & Seagrave, still hold all of said property or the proceeds thereof.

And they further state, that the said Edward Seagrave at the time the judgment aforesaid was rendered against him, was a resident in the city of Povidence, and a citizen of the State of Rhode Island, and that since said time, he has removed out of said State and is not an inhabitant thereof, and cannot be made a party to this suit.

And your orators further state, that the execution upon said
10 judgment issued out of this honorable court, and was served by levying the same upon the real estate described in said mortgage, a copy of which is hereto annexed, marked B, and after due notice of such levy, and of the time and place of sale, the interest of the said Edward Seagrave therein, was sold at public auction by the marshal, and the same was purchased by the said George Stevenson, for the purposes of his said trust, for the sum of dollars, and the said interest was conveyed to him by the marshal by deed, a copy of which is hereto annexed, marked D, and is made a part of this bill.

And your orators further state, that they have demanded payment of their said judgment and execution of the said Edward Seagrave, the said Phetteplace & Seagrave, and of the said Walter W. Updike, and have demanded that the property of the said Edward Seagrave thus fraudulently held by said Phetteplace & Seagrave as aforesaid, should be applied to the payment of said judgment and execution, and that the said mortgage should be cancelled upon the real estate so attached and sold as aforesaid, and that said assignee should release to said Stevenson any and all interest which he might claim to have in said real estate by virtue of said deed of assignment, which said defendants have wholly refused to do, and said execution has been returned to this honorable court wholly unsatisfied, with the exception of the sum of dollars, received from the proceeds of sales as aforesaid.

And your orators further state, that said judgment remains in full force and effect, not vacated, annulled, reversed, or in any way satisfied except as aforesaid, and that there is now due to your orators upon said judgment the sum of sixty thousand four hundred and dollars, together with legal interest thereon from the date of said judgment, to wit, from the seventh day of March, A. D.

1855, and also the sum of dollars for officers' fees on said execution.

11 And your orators further state, that this bill is not filed by collusion with the said Edward Seagrave, James S. Phetteplace, George A. Seagrave and Walter W. Updike, nor for the purpose of protecting the property and effects of the said Edward Seagrave from the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the judgment aforesaid.

And your orators further state, that the said Edward Seagrave, at the time of the making of said deed of assignment to the said Walter W. Updike for the fraudulent purpose aforesaid, and at the time of the rendition of the judgment aforesaid against him, possessed, owned, or had some interest, in some real estate, or chattels real, or in some personal property, in possession, reversion or remainder, of some name or kind, or that he had some interest in some lease or leases, mortgage or mortgages, lien or liens, on land or leasehold estates of some name or kind, or that he was or had been possessed of or entitled to, some stocks, public or private, in some bank, insurance company or companies, or some other company or companies, chartered or unchartered, or that he was a partner, or otherwise interested with some other person or persons, in business or adventures, or interested in some business or partnership or in the profits thereof, or that he was interested in some property or thing or things in possession or action of some name or kind, other than that hereinbefore specified and set forth; and that the said Edward Seagrave, at the time of the rendition of the judgment aforesaid, had or owned some debt or debts due or owing to him from some person or persons in the United States or elsewhere, or that he was interested in some claims and demands of some name or kind or some persons or companies, or that he was interested in some bills of exchange, promissory notes, checks, certificates of stocks, or contracts for the sale or purchase of stock, or some other kind of property; or that property of some kind was held by some other person or persons for his

12 benefit; and that the said Edward Seagrave made and executed to the said James S. Phetteplace and George A. Seagrave, or to the said Walter W. Updike, some assignment or assignments or transfers of the same, which said property, or interest in property, or in the profits thereof, ought in justice to be transferred to your orators, in satisfaction of said judgment.

And your orators further state, that the said defendants, combining and confederating with the said Edward Seagave, and with divers other persons unknown to your orators, and contriving to injure your orators in the premises, and under various pretences, wholly neglect and refuse to pay the said judgment so recovered by your orators; all which actings and doings are contrary to equity and good conscience, and tend to the manifest injury of your said orators.

In consideration whereof, and as your orators are remediless in the premises at common law, and cannot have adequate relief, except by the aid and interposition of this honorable court, where matters of this sort are properly cognizable and relievable.

To the end therefore that the said James S. Phetteplace, George A. Seagrave and Walter W. Updike, and the rest of the confederates, when discovered, may upon their several and respective oaths, make full, true, direct, and perfect answers to all and singular the matters hereinbefore stated and charged, as fully as if thereto particularly interrogated, and more especially that they may answer, set forth and discover, all the estate real and personal of every description which came into their hands and possession, and into the hands and possession of each of them, from the said Edward Seagrave, after the commencement of the suit of your orators, the said Parker, Chapman and Tobey, against said Edward Seagrave, and previous to the rendition of the judgment in said suit, and by means of any of the transfers, conveyances and assignments aforesaid or otherwise;

and especially that the said James S. Phetteplace and George
13 A. Seagrave may set forth and discover all the estate real and personal that came into their hands and possession from said Edward Seagrave, after the commencement of said suit and before the rendition of judgment therein, and that the said Walter W. Updike may set forth and discover all the real and personal estate of the said Edward Seagrave, which came into his hands and possession by virtue of said deed of assignment, at any time before the filing of his answer in this suit; and that each of said defendants may set forth and discover what disposition has been made of the several items of property received by them, and when and for what consideration, and fully and particularly the amount and value of each of them; and also who has the possession of said property and of the proceeds thereof, and where the said proceeds are kept and deposited, or how invested, and the nature and description of each investment, and that the said Phetteplace & Seagrave, and the said Walter W. Updike may be ordered by a decree of this court to pay and satisfy said judgment and the costs of this suit to your orators, out of the property or the proceeds of the property so received and held by them in fraud of your orators, and that a sufficient portion of the property discovered may be set apart for that purpose.

And that the said James S. Phetteplace, George A. Seagrave and Walter W. Updike may be enjoined and restrained by this honorable court from collecting, receiving, paying, assigning or parting with, or in any manner using, controlling, interfering with, or disposing of any money, property, things in action, effects or evidences of debt formerly belonging to, due to, or held in trust for the said Edward Seagrave, and transferred or assigned to the said defendants, as hereinbefore set forth, and from doing any act to enable other

creditors of said Edward Seagrave to obtain the property in
14 the hands of said defendants, which your orators have been unable to discover and reach by execution.

And that a receiver may be appointed to take care and charge of such property as may be discovered, and hold and manage the same under the direction of this honorable court; and that the said defendants may be compelled to assign and deliver over to such receiver, under oath, all such property and effects, and all books and papers

relating thereto, and the evidences thereof, and that said property may be applied to the payment of said execution; and that the mortgage deed aforesaid, and said assignment, may be cancelled and discharged, upon the real estate so attached and sold as aforesaid, on the execution against the said Edward Seagrave.

And that your orators may have such other and further relief as to your honors shall seem meet, and as may be agreeable to good conscience.

May it please your honors to grant unto your orators a writ of injunction, issuing out of and under the seal of this honorable court, and under a proper penalty, to be directed to the said James S. Phetteplace, George A. Seagrave, and to the said Walter W. Updike, and their solicitors, attorneys, counsellors, and agents, enjoining and restraining them and each and every of them from collecting, receiving, paying, assigning, or parting with, or in any manner using, controlling, interfering with, or disposing of, any money, property, things in action, effects or evidences of debt formerly belonging to, due to or held in trust for, said Edward Seagrave, and by him assigned, transferred or deposited with said defendants as aforesaid, and from doing any act to enable other creditors of said Edward Seagrave from obtaining the property so held by the defendants as aforesaid, and which your orators have been unable to discover or reach by execution.

May it please your honors to grant unto your orators a writ
15 of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said James S. Phetteplace, George A. Seagrave and the said Walter W. Updike, commanding them, under a certain penalty therein named, personally to be and appear at the clerk's office of this court, on one of the rule days of this honorable court, then and there to answer the premises, and to stand to, abide by, and perform such order, direction and decree therein as to your honors shall seem meet, and as may be agreeable to equity and good conscience.

(Signed) JOHN S. PARKER,
VINCENT CHAPMAN,
SAMUEL BOYD TOBEY, Jr.
By their Solicitor, T. A. Jencks.

T. A. JENCKS, *Solicitor.*

(Signed) GEORGE STEVENSON.

Sworn to by George Stevenson, the 22d day of May, 1856, before me.

(Signed) JOSEPH BRIDGHAM, *U. S. Com.*

16 A.

COPY.

This indenture, made the twentieth day of December, one thousand eight hundred and fifty-four, between John S. Parker, Vincent Chap-

man, and Samuel B. Tobey, jr., who compose the firm of Parker, Chapman & Company, of the city of New York, of the first part, and George Stevenson, of the same city, attorney at law, party of the second part. Whereas, the said parties of the first part are indebted to sundry persons and firms in divers sums of money.

Now, this indenture wittnesseth that the said parties of the first part, in consideration of the premises, and of the sum of one dollar to them and each of them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, assigned, transferred, and set over, and by these presents, do grant, bargain, and sell, assign, transfer, and set over unto the said party of the second part, his heirs and assigns, all and singular the goods, wares, merchandise, bills, bonds, notes, book accounts, claims, demands, judgments, choses in action, evidences of debt, and property of every nature and description, of the said parties of the first part, or of either of them; of which said goods, wares, and merchandise, choses in action, and other property aforesaid, a schedule, as accurate and full as the same can now be made, is hereunto attached, marked "Schedule A," and also all books of account of the said parties of the first part, and all papers, documents, and vouchers relating to their business dealings or property, or either of them.

To have and to hold the same, and every part and parcel thereof, with the appurtenances, to the said party of the second part, his heirs, executors, administrators, and assigns.

In trust, nevertheless, and to and for the following uses, intents, and purposes, that is to say: that the said party of the second
17 part shall take possession of all and singular the lands, tenements, and all other property and effects, hereby assigned or intended so to be; and shall, with all reasonable diligence, sell and dispose of the same, for cash, but not on credit, either at public auction or at private sale, and convert the same into money; and shall also collect all and singular the said debts, dues, bills, bonds, notes, accounts, choses in actions, and claims and demands, or so much of them as may prove collectable; and thereupon execute, acknowledge, and deliver, good and sufficient deeds, bills of sale, releases, and all other instruments that may be necessary and proper to effect a sale and transfer of any or all of the said property hereby assigned, or intended so to be. And with and out of the proceeds of such sales and collections, the said party of the second part shall first pay and disburse all the legal expenses, costs, charges, and commissions, of executing and carrying into effect this assignment and the trusts thereby created; and with and out of the residue or net proceeds and avails of such sales and collections, the said party of the second part shall pay and discharge the debts of the said parties of the first part, in the order and manner following, that is to say:

First. The said party of the second part shall pay and discharge, in full, the several and respective accounts, debts, notes and sums of money now due, or which are already contracted and hereafter to grow due, from the said parties of the first part, or for which they

are now liable to the several persons and firms named and designated in the schedule annexed hereunto, marked "Schedule B," together with the interest due and to grow due thereon. And if the said net proceeds shall not be sufficent to pay and discharge the said debts and liabilities mentioned in said Schedule B, in full, then the same shall be paid out of such net proceeds, ratably, as far as the said proceeds will go, in proportion to their respective amounts.

Secondly. With and out of the residue and remainder of the said net proceeds, if any shall remain after the payment in full of the
18 said debts and liabilities mentioned in said Schedule B, the said party of the second part shall pay and discharge all the other copartnership debts, demands, and liabilities whatsoever, now existing, whether due or hereafter to become due, against the said parties of the first part, provided such residue shall prove sufficient for that purpose; and if the same prove insufficient, then the said party of the second part shall apply the said residue to the payment and liquidation of such debts and liabilities, ratably, share and share alike, according to their respective amounts, as far as such residue shall extend for that purpose.

Thirdly. With and out of the residue and remainder of the said net proceeds, if any shall remain after paying all copartnership debts, the said party of the second part shall pay and discharge all the private and individual debts of the said parties of the first part, or either of them, whether due or to grow due; provided the respective amounts of the individual debts of each of said parties does not exceed his proportion of the surplus that may be remaining after paying all the said partnership debts; and if it should, then his interest in said surplus is to be divided pro rata among his individual creditors, in proportion to their respective demands; it being understood that no part of the said surplus, which will belong to each of the said individual parties of the first part respectively, after the payment of the copartnership debts, is to be made liable for the individual debts of the other of them.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

JOHN S. PARKER, [L. S.]
VINCENT CHAPMAN, [L. S.]
SAMUEL B. TOBEY, JR., [L. S.]
GEO. STEVENSON. [L. S.]

Sealed and delivered in presence of—

19 SCHEDULE A.

(Referred to in the foregoing assignment.)

Seven promissory notes of John F. Greene, endorsed by Hill, Carpenter & Co., as follows:

Note dated February 1, 1854, at 4 months, for $1,450 00
" " 11, " " 4 ".....2,743 18
" " 19, " " 4 ".....2,743 18

Note dated February 5, 1854, 5 months.....2,743 18
" May 22, " " 60 days.....1,699 02
" April 9, " " 4 months, ...3,737 30
" January 27, " " 5 ".....2,743 19

Which notes are secured by the following mortgages:

Mortgage of John F. Greene, dated Dec. 1, 1851, for.....$2,000
" " " " 3, ".....2,000
" " " " 1, ".....1,000
" " " " 1, ".....3,500
" Thomas Greene, dated Dec. 1, 1851, balance and interest..... 10,000
Mortgage of Charles Weiss, dated April 1, 1850, balance about..... 650
210 shares Bridgeport Fire and Marine Insurance Company stock, on which $2,100 has been paid, represented certificates Nos. 5, 6 and 7.
All balance due on notes in the possession of D. W. Vaughan & Co. against Hill, Carpenter & Co. and others as collateral, amount about $17,962 91.
Claims against E. Seagrave and others, in suit in Providence, Rhode Island, about $56,000
All wool and property in store, and on the way to them, and which the parties hereto now own, and all other property whatsoever belonging to them or either of them.

Judgments.

Two judgments against Smith J. C. Bartlett.
One judgment against Turner & Corderoy.
Balance of Murdock & Dall's acceptance, in hands of Samuel Titus, as collateral security, whole amount $1,500.

All book debts and balances of accounts, claims, demands, and choses in action, of every kind and nature.

New York, December 20, 1854.

(Signed) JOHN S. PARKER. [L. S.]
VINCENT CHAPMAN. [L. S.]
SAMUEL B. TOBEY, JR. [L. S.]

SCHEDULE B.

(Referred to the foregoing assignment.)

Amy Hauxhurst, about - - - - - - - $1,508 00
Kirkland & Birdseye, balance of account now due, - 750 00
T. B. Smith, balance of account now due, about - - 662 00
Eddy & Bartlett, note or acceptance, - - - - 600 00

Samuel Boyd Tobey, balance of account due, after applying the avails of all property now in his hands, as collateral.

New York, December 20, 1854.

(Signed) JOHN S. PARKER.
VINCENT CHAPMAN.
SAMUEL B. TOBEY, JR.

SCHEDULE.

Of other debts and liabilities of the parties of the first part, named in the foregoing assignment, which are provided for and referred to in part "Secondly," of said assignment, as far as known, and as far as can now be ascertained at the present time.

Paist, Paulding & Co. Balance due them.
H. H. & G. C. Seelye. " " " If any.
Edwards & Jenness. " " "
Kimber, Henry & Co.
Edward Merritt.
21 William Howard Merritt.
John West.
P. G. Cox.
Nathaniel Greene, agent Payne's Mills. If any.
John Duncan.
White & Thurger.

And all other debts against the said parties of the first part, in the foregoing assignment, or either of them.

And all liabilities incurred on notes, drafts, or acceptances, indorsed by us, and which we are or may be legally liable to pay.

Dated at New York, December 20, 1854.

(Signed) JOHN S. PARKER.
VINCENT CHAPMAN.
SAMUEL B. TOBEY, JR.

22 "B."

To all people to whom these presents shall come, I Edward Seagrave of Providence, Rhode Island, send greeting. Know ye, that I, the said Edward Seagrave, for in consideration of the sum of fifty-two hundred fifty-eight dollars and seventy-three cents, to me in hand, before the ensealing hereof, well and truly paid by James S. Phetteplace & George A. Seagrave, both of Providence, copartners, under the name and style of Phetteplace & Seagrave, the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented and paid; and thereof, and of every part and parcel thereof, do exonerate, acquit and discharge them, the said Phetteplace & Seagrave, their heirs, executors and administrators, forever, by these presents; have given, granted, bargained, sold, aliened, enfeoffed, conveyed and confirmed; and by these presents do freely, fully and absolutely give, grant, bargain, sell, alienе, enfeoff, convey and confirm, unto them, the said Phetteplace & Seagrave, their heirs and assigns forever, a lot of land on the southerly side of Olney street in the city of Providence, and thus described: Beginning at the north easterly corner of land of George Mason; thence on said street, three hundred ninety-three and two-thirds feet to other land of said Mason; thence south 4 deg. 40 min. west, with said Mason's last mentioned land about three hundred thirty-five and two-thirds feet; thence

north 85 deg. 20 min. west, three hundred ninety-eight $\frac{0}{12}$ feet to said Mason's first mentioned land; thence north 5 deg. 42 min. east, about three hundred fourteen and one half feet with said Mason's last mentioned land, to said street and place of beginning. It being the same estate that Arba B. Dike conveyed to his grantor, by deed, dated March 11, 1853, recorded in book No. 135, page 451 in the city records. Reference to said deed is here made.

Also two certain lots of land with the improvements, situate in the southeasterly part of said city, in Young Orchard, (so called,)
23 and are lots number nineteen and twenty (19 and 20) on a plat of a portion of Young Orchard, which said plat is on record in the registry of deeds in Providence, in book No. 33, page 374, being the same two lots that James Hazard conveyed to this grantor by deed, dated January 28, 1851, recorded in book 122, page 191. Reference to which deed is here made.

Also the one undivided half part of a certain tract of land situated on the southerly side of Olney street in said city, and thus described, viz: Commencing at the southwesterly corner of the land hereby conveyed, at a white oak tree, abound of Samuel J. Cole's land and land of Wm. Morris, Rufus Waterman and Candace Allen, from thence N. 0 deg. 24 min. E., bounding westerly on land of Wm. Morris, five hundred eighty-one $\frac{6}{12}$ feet to the southerly line of said Onley street; thence turning and running S. 85 deg. 23 min. E., bounding northerly on said Onley street two hundred and eight $\frac{0}{12}$ feet; thence N. 89, 30 E., twenty-nine $\frac{87}{100}$ feet to other land of the said Cole; thence turning runs S. 1 deg. 24 min. west, bounding easterly on other land of said Cole five hundred fourteen and $\frac{4}{10}$ feet, parallel with the west line of said lot to land of Rufus Waterman; thence turning and running S. 82 deg. 11 min. W., bounding southerly on said Waterman's land three hundred twenty-two $\frac{3}{10}$ feet, containing four acres.

It being the one undivided half of the tract of land conveyed to this grantor and Whiting Metcalf, by Samuel J. Cole, by deed dated 9th day of April, 1854. Reference to said deed being here made for a more full description.

To have and to hold the said granted and bargained premises, with all the appurtenances, privileges and commodities to the same belonging or in anywise appertaining to them the said Phetteplace & Seagrave, their heirs and assigns forever, to them and their only proper use, benefit and behoof forever. And I, the said Edward Seagrave, for myself, my heirs, executors and administrators, do
24 covenant, promise, and grant, at and with the said Phetteplace & Seagrave, their heirs and assigns, that to and before the ensealing hereof, I am the true, sole and lawful owner of the above bargained premises and lawfully seized and possessed of the same, in my own proper right as a good, perfect and absolute estate of inheritance, in fee simple; and have in me good right, full power and lawful authority to grant, bargain, sell, convey and confirm the said bargained premises in manner as aforesaid. And that the said Phetteplace & Seagrave, their heirs and assigns, shall and may, from time to time and at all times forever hereafter, by force and virtue of these presents, lawfully,

peaceably and quietly have, hold, use, occupy, possess and enjoy the said demised and bargained premises, with the appurtenances free and clear and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages, wills, entails, jointures, dowries, judgments, execution and incumbrances, of what name or nature soever, that might in any measure or degree abstruct or make void this present deed.

Futhermore, I, the said Edward Seagrave, for myself, my heirs, executors and administrators, do covenant and engage the above demised premises, to them the said Phetteplace & Seagrave, their heirs, assigns, against the lawful claims or demands of any person or persons whatever, forever to warrant secure and defend by these presents.

The condition of the above deed is this: Whereas, I, the said Edward Seagrave, have this day made and executed my certain negotiable promissory note of even date herewith, payable four months after date to the order of Phetteplace & Seagrave, for the sum of fifty-two hundred fifty-eight $\frac{75}{100}$ dollars, for value received, with interest.

And whereas, I, the said Edward Seagrave, am otherwise indebted to the said firm of Phetteplace & Seagrave, by reason of book account and notes; and whereas, they are now liable and holden upon money paper endorsed, guarantied for me and for my accommodation, and it is contemplated that they will continue to give credit and to endorse for me, any being desirous to secure them against all loss and responsibility, by reason of any such book account, note, guarantee, or endorsement:

Now, therefore, if I, the said Edward Seagrave, my heirs, or assigns shall well and truly pay, or cause to be paid, to the said Phetteplace & Seagrave, their heirs and assigns, the said promissory note, first mentioned and described, as the same shall become due, according to the tenor thereof, and shall well and truly pay all other notes, book accounts, now due or hereafter to become due to the said Phetteplace & Seagrave from me, and shall also take up and pay all money paper which they, the said Peetteplace & Seagrave have, or may hereafter endorsed or guarantied for the accommodation or benefit of me, the said Edward Seagrave, as the same shall become due, so as to save them the said Phetteplace & Seagrave, harmless from all loss wherefrom, then this deed shall be void, otherwise, be and remain in full force and effect.

Futhermore, I, the said Edward Seagrave, do hereby appoint the said Phetteplace & Seagrave, their heirs and assigns, my true and lawful attorneys for me and in my name, at any time after said note, first described, shall become due and remain unpaid for ten days or at any time when any other note, account, or other money paper secured by this mortgage, shall become due and remain unpaid for the term of ten days, to sell the whole or any part of said estate at public auction, first giving three weeks notice thereof in some one of the public newspapers printed in Providence, with power to adjourn and continue said sale, if necessary, and for me and in my name to make, execute, sign, seal, acknowledge and deliver to any person or

persons who may be the purchaser or purchasers thereof good and sufficient deeds or deed of the same, so as to vest in said purchaser
26 a full and absolute estate in fee simple; and on sale thereof, I do authorize my said attorneys to receive of and from the purchaser the amount the same be sold for, and upon receipt thereof to pay all expenses incident to said sale and to apply and appropriate the balance of said proceeds to the payment of said note, account, or other indebtedness, either due or to become due, accounting to me for the balance remaining, after the payment aforesaid, or my heirs or assigns hereby confirming all my said attorneys may do by virtue hereof.

Witness my hand and seal, at Providence, this seventeenth day of November, A. D. eighteen hundred and fifty-four, (1854.)

EDWARD SEAGRAVE. [L. S.]

Signed, sealed and delivered in presence of—
C. A. UPDIKE.

PROVIDENCE, *sc.*

In the city of Providence, this 17th day of November, A. D. 1854. Then personally appeared before me, the above-named Edward Seagrave, and acknowledged the above deed by him signed, to be this free act and deed.

CÆSAR A. UPDIKE,
Justice Peace.

Recorded November 17, 1854, at 2.40 a'clock, p. m.

Witness, ALBERT, PABODIE, *City Clerk.*

CITY CLERK'S OFFICE,
Providence, May 9th, 1855.

I hereby certify, that the within and foregoing instrument is a true copy of record in this office, in book No. 5, page 504 of mortgages on real estate.

ALBERT PABODIE, *City Clerk.*

27 "C."

Know all men by these presents that I, Edward Seagrave, of the city and county of Providence, in the State of Rhode Island, in consideration of the sum of one dollar to me paid by Walter W. Updike, of said Providence, and in for the consideration of the trusts hereinafter mentioned, by him to be performed, do hereby give, grant, bargain, sell, convey, assign, set over, and deliver unto him, the said W. W. Updike, his heirs, executors, administrators, and assigns forever, the following described real estate, goods, and chattels, to wit:

A certain lot of land, situate in the city of Providence, on the southerly side of Olney street, (called the Old Neck road,) containing about three acres; it being the same lot that was conveyed to me by deed from A. B. Dike, dated the 11th day of March, A. D. 1853, reference thereto being had.

Also, one undivided half part of a certain lot of land situate in said Providence, on the southerly side of said Olney street, being the same lot that was conveyed to me and Whiting Metcalf, by deed from Samuel J. Cole, dated April 9th, 1854, reference to said deed being had.

Also, all that parcel of land situated the south side of George street, in the city of Providence, being the same lots that were conveyed to me by James Hazard, by deed, dated January 28, 1851, reference to the same being hereby had.

All said lands being subject to a mortgage thereon, to Phetteplace & Seagrave, of said Providence.

Also, all the acceptances of Isaac Merritt & Co., of New York, which I hold and own, the same being drafts, drawn by me, on said Isaac Merritt & Co., and payable to Samuel Harris, and accepted by said Merritt & Co., and endorsed by said Harris, and which were my drafts loaned to them for their accommodation, and which were taken up and paid by me, and amount, principal, and interest, when taken up, to about forty-four thousand two hundred and seventeen $\frac{42}{100}$ dollars.

28 Also, one hundred shares of the capital stock of the Railroad Bank, in Woonsocket.

Also, ten shares of the capital stock of the Manufacturers' Bank, in Providence.

Also, one pew in the Central Congregational church, in Providence.

Also, four shares of the capital stock of the Roger Williams Insurance Co., of said Providence.

Also, one share in the Athæneum, in said Providence. Also, all rights, credits, choses in actions, claims, and demands of every kind, and however evidenced, which I have, or own, against any, and all persons, together with my books of account, and other evidences of debt.

Also, all my estate and property, of every kind, real, personal, and mixed, and wherever situated, excepting only what is exempt from attachment by law.

To have and to hold the same, to him, the said Updike, his heirs and assigns, forever, in trust always, and for the uses and purposes following, that is to say:

To take possession of all said estate and property, and as soon as the same may be done to advantage, to sell and dispose of all said property and estate, from time to time, at public or private sale, and on such terms as my said assignee shall deem best for the interest of those concerned; to make and execute all the requisite conveyances thereof; to sue for and collect all the debts, and in his discretion to compromise, or submit to reference, any claims and demands, or matters arising under this assignment, and out of the proceeds of the same to pay, (after paying for this instrument, and all the expenses incident thereto, and the expenses attending the execution of the trusts herein, and my said assignee, for services rendered, and to be rendered, under this assignment,)

First. He shall pay in full, to Phetteplace & Seagrave, of Provi-

dence, a firm composed of James S. Phetteplace and George
29 A. Seagrave, all notes, drafts, and acceptances, held and owned by them, on which I am, in any way, liable, and also, to pay them in full all just claims and demands, of every kind, which they, as a firm, or as individuals, have against me, at this time. Also, to indemnify said firm, and each of them, from all liabilities and guaranties, of every kind, which they, or either of them, have incurred, or made, or given, for me, or on my account, and at my request, previous to the date hereof.

Second. After paying the above, in full, he shall then pay in full, to Richard Sayles, of Uxbridge, Massachusetts, a certain note, held by him against me, dated the 1st day of April, 1851, for about one hundred and thirty-three dollars, and the interest thereon.

Third. After paying the above in full, he shall then pay in full, to Amasa Manton, all sums due him for rent, for the current quarter, for house in Snow street.

Fourth. After paying the above in full, he shall then pay in full, if sufficient, otherwise, proportionally, all debts due from me, where the amount of principal, due to any one person or firm, does not exceed the sum of one hundred dollars.

Fifth. After paying the above in full, he shall pay to Evans & Seagrave, of Providence, all sums due, or owing to them from me, by note, book account, or otherwise.

Sixth. After paying the above in full, he shall pay in full, if sufficient, otherwise, in proportion to their respective demands, all the debts of my other creditors, who shall execute and deliver to my said assignee a full release, under seal, of all their, and each of their respective claims and demands against me, on or before the 1st day of April, A. D. 1855.

Seventh. After paying the above in full, in accordance with the provisions above named, the balance, if any, shall be divided equally among all my creditors, in proportion to their respective demands.

30 In testimony whereof, I have hereunto set my hand and seal, at Providence, this fourth day of January, A. D. 1855.

EDWARD SEAGRAVE. [L. S.]

Executed in presence of, the words "one hundred," in 36th line, 1st page, interlined before signing.

CÆSAR A. UPDIKE,
P. B. STINESS, Jr.

PROVIDENCE, *sc.*—In Providence, this 4th day of January, 1855. Then came Edward Seagrave, and acknowledged the above instrument, by him signed, to be his free act and deed.

Before me, CÆSAR A. UPDIKE,
Justice Peace.

I hereby accept the above-mentioned trusts, and hereby covenant to and with the said Edward Seagrave, his heirs, executors, administrators, and assigns, that I will perform the duties thereby required.

Witness my hand and seal, at Providence, this 4th day January, 1855. W. W. UPDIKE. [L. S.]

Executed in presence of,
C. A. UPDIKE.

Recorded January 19, 1855, at 10.45 o'clock a. m.
Witness, ALBERT PABODIE,
City Clerk.

CITY CLERK'S OFFICE,
Providence, February 12, 1855.

I hereby certify the foregoing to be a true copy from the record, in this office, in book No. 134, pages 420 and 421, of records of deeds.
ALBERT PABODIE,
City Clerk.
By G. A. WILLIAMSON, *Deputy.*

31 "D.

To all persons to whom these presents shall come, send greeting: Whereas an execution against Edward Seagrave, of Providence, in the county of Providence and State of Rhode Island, at the suit of Parker, Chapman & Co., of the city, county, and State of New York, was by me, Francis C. Gardiner, United States marshal for the District of Rhode Island, on the twenty-third day of March, A. D. 1855, levied on the following described real estate, viz: A certain tract, or parcel of land, situated in the northeasterly part of the city of Providence, on the southerly side of the Old Neck road, leading from Providence to Pawtucket, now called Olney street, bounded and described as follows, viz: Commencing at the southwesterly corner of said road, at a white oak tree; from thence, running north 1 deg. 24 east, 81 feet and $\frac{5}{12}$, to the southerly line of said Olney street; thence turning and running south 85 deg. 23 east, bounded northerly on said Olney street, $288\frac{10}{12}$ feet; thence north 89 deg. 50 east, $29\frac{89}{100}$ feet; thence turning and running south 1 deg. 24 west, $514\frac{4}{10}$ feet, a parallel line of the westerly line of said lot, to land of Rufus Waterman; thence turning and running south 87 deg. 11 west, bounding southerly on said Waterman's land, $322\frac{5}{10}$, to the place of beginning, at the southwest corner of said lot, containing four acres. 2d. A lot of land, situated on the southerly side of Olney street, otherwise called the Old Neck road, in said Providence, described as follows, to wit: Beginning at the northwesterly corner thereof, on said road, being the northeasterly corner of land of George Mason; thence easterly on said road, $393\frac{2}{3}$ feet, to other land of George Mason; thence south 4 deg. 40, with said Mason's last mentioned land, $335\frac{2}{3}$ feet; thence north 85 deg. 20 west, $398\frac{10}{12}$ feet, to said Mason's first mentioned land, and thence north 5 deg. 42 east, about $314\frac{1}{2}$ feet, with said Mason's last mentioned land, to the said road and place of beginning. 3d. A certain lot of land, with the dwelling house and appurtenances

32 thereto belonging, situate in the southeast part of the city of Providence, in Young Orchard, so called; said lot fronts northerly, on George street, 59 feet, bounded easterly on lot No 21, on a plat of a portion of said Young Orchard, on record book 33, page 374; southerly, on lot No. 36, on said plat, westerly, on lot No. 19. Also, adjoining west of above, being lot No. 17, on said plat; fronting northerly, on George street, 50 feet; easterly on the lot above described, 113 feet; southerly, on lot No. 37, on said plat, and westerly, by a vacant lot. And whereas on the twenty-fifth day of June, A. D. 1855, all the estate, right, title, interest, and property, of the said Edward Seagrave, in the premises aforesaid, were by me, the said Francis C. Gardiner, marshal aforesaid, sold at public auction, for the satisfaction of the said execution, to George Stevenson, of the city, county, and State of New York, who was the highest bidder, for the sum of twenty dollars, which the said Stevenson hath since well and truly paid me, the said Gardiner. Now, know ye, that by force and virtue of the law in such case made and provided, I, the said Francis C. Gardiner, in consideration of the sum of money paid unto me as aforesaid, do by these presents, bargain, sell, assign, and set over, unto the said George Stevenson, his heirs, and assigns, forever, all the estate, right, title, interest, property, freehold, and inheritance, of the said Edward Seagrave, of, in, and to, the said premises and appurtenances, at the time of the attachment thereof: to have and to hold the said premises and appurtenances, to the said George Stevenson, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal this twenty-fifth day of June, A. D. 1855.

FRANCIS C. GARDINER, [L. S.]
U. S. Marshal.

Executed in presence of
CHARLES V. WARE.

33 State of Rhode Island and Providence Plantations.

PROVIDENCE, *ss.*

In the city of Providence, on this fifth day of July, A. D. 1855, personally came Francis C. Gardiner, and acknowledged the within instrument, by him signed, in his capacity of United States marshal, to be his free act and deed.

Before me, WINGATE HAYES,
Justice of the Peace.

Recorded Aug. 23, 1855, in book 140, page 261, of the records of deeds, in the city of Providence.

Witness, ALBERT PABODIE,
City Clerk.

Received for record, Aug 23, 1855, at 8.50 o'clock a. m. Fee paid.

34 *Subpœna.*

RHODE ISLAND DISTRICT, *sc.*

The President of the United States of America to James S. Phetteplace and George A. Seagrave, of the city and county of Providence, in the State of Rhode Island, merchants, co-
[L. S.] partners, transacting business under the firm of Phetteplace & Seagrave, and Walter W. Updike, of said Providence, attorney at law, all citizens of the State of Rhode Island, greeting.

For certain causes offered to our circuit court for the first circuit, within and for the Rhode Island district. In chancery. We hereby command and strictly enjoin you and each of you, that laying aside all other matters and things, and notwithstanding any other excuse, you and each of you, personally appear at the clerk's office of said court, in Providence, on Monday, the 7th day of July next, being the rule day of said court, and then and there, full, true and perfect answer made upon your several corporal oaths to the bill of complaint of John S. Parker and Vincent Chapman, of Williamsburg, in the county of Kings, and State of New York, and Samuel Boyd Tobey, jr., of the city, county, and State of New York, formerly co-partners, under the firm of Parker, Chapman & Co., trustees to George Stevenson, of said city of New York, assignee of the firm of Parker, Chapman & Co. and the said George Stevenson, in his said capacity as assignee as aforesaid, all citizens of the State of New York, now filed on record in the clerk's office of said court, and to do and receive whatever our said court shall order against you in the premises in this behalf; and hereof fail not, under the pains and penalties that may accrue in consequence of neglect thereof.

And the marshal of said Rhode Island district, or his deputy, is hereby commanded to make service of this writ, by
35 reading the same to the said James S., George A., and Walter W., or by leaving a true and attested copy hereof at their several last and usual places of abode, twenty days before the rule day aforesaid.

Witness the Hon. Roger B. Taney, our chief justice, at Providence, this twenty-third day of May, A. D. 1856.

HENRY PITMAN, *Clerk.*

MEMO.—The appearance of the respondents in the suit is to be entered in the clerk's office, on or before the return day of this writ, otherwise the bill may be taken *pro confesso* as against those not appearing.

RHODE ISLAND DISTRICT, *sc.* May 23, 1856.—I have this day served the within-named respondents with true and attested copies of this writ, as commanded,

R. CLAPP, *Dep. U. S. Marshal.*

Fees, 3 services, $6 00
3 copies, 1 50

$7 50

36 *Answer to Phetteplace & Seagrave.*

Filed August 5th, A. D. 1856.

The joint and several answer of James S. Phetteplace and George A. Seagrave, two of the defendants to the bill of complaint of John S. Parker and others.

These defendants, now and at all times hereafter, saving and reserving to themselves, and to each of them, all benefit and advantage of exception, which can or may be had, or taken, to the many errors, uncertainties, and other imperfections, in said complainants' said bill of complaint contained, for answer thereunto, or unto such parts thereof as these defendants are advised is or are material, or necessary for them, or any of them, to make answer unto, they, these defendants, severally answering, say—

That they have been informed, and believe, that on the day of , A. D. 1854, and afterwards, said Edward Seagrave was possessed of some considerable estate and property, but of the amount, nature, and particulars of all the same they are not informed. And they believe, also, that a large portion of the same was in the State of Rhode Island; but as to this they are not particularly informed.

And further answering, said defendants say, that they believe it to be true, that on or before the day of , 1854, the said Edward Seagrave became largely indebted; a portion of his said indebtedness being on account of his own proper business, and a large portion having arisen out of the loan of his paper and name, in different forms, to other persons.

And these defendants, further answering, say, that they were informed, and believe it to be true, that some time about the fourth day of February, A. D. 1854, as near as they can state, the said Edward Seagrave did stop payment on some of the paper on which he was liable, but they have been informed that he, after said
37 above, named time, continued to pay those liabilities incurred in his own particular business.

And as to the allegation in said complainants' said bill of complaint, "that on or before the 26th day of October, A. D. 1854, the said complainants, Parker, Chapman and Tobey, then doing business under the style of Parker, Chapman & Company, became and were possessed, for a valuable consideration, of certain bills of exchange, drawn by the said Edward Seagrave, then overdue and unpaid, and upon which the said Edward Seagrave had become charged and liable as drawer, by the demand, notice and protest, according to law, and also of certain promissory notes, made by said Edward Seagrave, &c.," these defendants answering, say, that the paper of which the said Parker, Chapman & Company so became possessed, is the certain paper specified in schedule hereto annexed, marked A, and hereby referred to as part of this their answer; that whether said Parker, Chapman & Company had the possession of said paper, or any part thereof, on or before the 26th day of October, A. D. 1854, these defendants know not, and are not informed, save by the complainants'

said bill of complaint, and claim that said complainants be required to prove the time when they became possessed of said paper, and all of the same.

And further answering, said defendants say, that they believe it to be true, as stated in said complainants' said bill of complaint, that when said Parker, Chapman & Company did become possessed of the same, it, and all and singular thereof, was overdue, and had been, before they became so possessed thereof, protested.

And as to that portion of said allegation, wherein it is stated that said Parker, Chapman & Company, so as aforesaid, became possessed of said paper, for a valuable consideration, these defendants answering, say, that they not only believe that said Parker, Chapman & Company became possessed of all said bills of exchange, and notes,
38 after the same had become due, and had been protested; but they have been informed, at different times, that said Parker, Chapman & Company did not pay a valuable consideration for said bills of exchange and promissory notes, or for any portion thereof; and that they gave no consideration whatever for the same, but received them without consideration. And said defendants have other reasons for believing, and do believe, that said Parker, Chapman & Company, took and received all said protested paper from the then firm of Hill, Carpenter & Company, a firm composed of Paris Hill, Joseph Carpenter, William J. Cross, William S. Merrill and George W. Wilbur, all of the city of Providence, and all then and since, citizens of said State of Rhode Island—to whom said paper then belonged, as they believe—without then, or at any time, paying or giving any consideration therefor, and for the purpose solely of commencing a suit thereon, in the name of said Parker, Chapman & Company, in the United States circuit, against said Edward Seagrave, and for no other purpose; and that the property and interest in said bills of exchange and promissory notes then was in said firm of Hill, Carpenter & Company, and has ever since continued in them, until their failure and assignment, on or about the thirteenth day of December, A. D. 1854, when the same were assigned and transferred by their general assignment to their assignees, and now rightfully belong, as these defendants are informed and believe, to the said assignees of said Hill, Carpenter & Company.

And these defendants, further answering, say, that they are informed, and believe it to be true, that said Parker, Chapman & Company did, on or about the 26th day of October, A. D. 1854, commence suit against said Edward Seagrave in this court, for the recovery of the amount of said bills of exchange and promissory notes, specified in said Schedule A, hereto annexed, and at the November term of said court, and on the sixty-fourth day thereof, being the
7th day of March, A. D. 1855, judgment was rendered
39 therein against said Edward Seagrave for the sum of sixty thousand five hundred and twenty dollars and thirty-eight cents, debt and costs, amounting to ninety-three dollars and eighty-eight cents, as stated in said bill; but whether any execution issued thereon, or if it did what was done or received on the same, these

defendants are not informed, save by said complainants' said bill of complaint. And defendants further say, that said judgment was rendered on said bills of exchange and promissory notes, specified in said *Schedule* A, and not upon any other claim or demand.

And these defendants have been informed, and believe it to be true, that said Parker, Chapman & Company failed, and made an assignment of their property for the benefit of creditors, but whether said judgment is included in said assignment or not these defendants do not know, nor are they informed, save by said complainants' said bill of complaint—that there is no copy of any such assignment annexed to said bill as is therein alleged; nor are they informed, save by said bill, whether such assignment was made to said George Stevenson, named in said bill, or whether he has any interest in said judgment—and leave said complainants to make proof of said assignment, and of the transfer of said judgment to said Stevenson.

And these defendants, further answering, as to the allegation in said complainants' said bill of complaint, "that during the pendency of said suit at law, upon said bills and notes, the said Edward Seagrave, combining and confederating with said defendants, James S. Phetteplace and George A. Seagrave, to defraud your orators, and to delay and hinder them in the collection of the judgment, which they were about to obtain in said suit, came to some bargain, understanding, and agreement, between themselves, by which the said Phetteplace & Seagrave were to purchase paper, upon which the said Edward Seagrave was liable, then outstanding, and unpaid, to an amount between forty and fifty thousand dollars, at a sum not exceeding twenty-five per cent. of the amount due on the face of said paper, and that the said Edward Seagrave should turn over and convey to said Phetteplace & Seagrave all his property, or the greater portion thereof, including all, or nearly all, his visible and attachable property, for said paper, at its full value thereof, thereby leaving in the hands of said Phetteplace & Seagrave an amount equal to the difference between the amount of the principal and interest due on said paper, and the amount which they should pay for the same," &c., say, that they utterly and unequivocally deny said allegation and the truth thereof, in all its parts; and say, that during the pendency of said suit, or afterwards, they did not combine, or confederate with said Edward Seagrave, as above charged, or come to, or have any bargain, understanding, or agreement, between themselves, or between them, or either of them, and said Edward Seagrave, to purchase up said paper, as charged, or by which said Edward Seagrave was to convey to them, or either of them, all or the greater portion of his property, including all, or nearly all his attachable or visible property, for said paper at its full value, or for the purpose or design of defrauding the complainants in any manner, or in any manner illegally or fraudulently hindering or delaying the complainants in the collection of the judgment they were about to obtain.

And these defendants especially deny the unjust and illegal combination and confederacy charged in said bill, and all unjust and

illegal combination and confederacy, as therein charged, and all intention to defraud, as charged in said complainants' said bill of complaint against them, and all fraud charged generally or specially in said complainants' said bill of complaint.

And as to the allegation in said complainants' said bill of complaint, "that in pursuance of said understanding and agreement the said Phetteplace & Seagrave purchased an amount of said paper, upon which said Edward Seagrave was liable, exceeding the sum
41 of forty thousand dollars, and amounting to forty-three thousand dollars, at rates ranging from fifteen to twenty-five per cent. of the amount on the face thereof, with the full understanding and knowledge on the part of said Edward Seagrave that they were purchasing the same, and with his assent to their making such purchases, and with the expectation and belief, growing out of said understanding and agreement, that he would pay and secure to them the full amount of principal and interest thereon," these defendants answering, say, that they expressly and unequivocally deny that they, or either of them, purchased any of the aforesaid paper in pursuance of said understanding and agreement, as above alleged, or for any such purpose; and as to whether the said Edward Seagrave then understood and had knowledge of their purchasing the same, they are not informed, though from its being open, and not secret, it is likely he may have known and assented to it, for aught they know; but that there was the expectation and belief, growing out of said alleged understanding on the part of these defendants, or either of them, alleged in said bill, they expressly and utterly deny, and severally expressly deny all and any expectation and belief growing out of said alleged, or any like agreement or understanding, that said Edward Seagrave would pay or secure them the full amount of principal and interest due thereon, or any part thereof.

And as to the allegation in said complainants' said bill of complaint, "that said Edward Seagrave refused to purchase said paper at the rates at which it was purchased by Phetteplace & Seagrave, but referred all persons offering to sell such paper to said Phetteplace & Seagrave," these defendants answering, say, that they are not informed, save by said complainants' said bill, whether said Edward Seagrave so refused to purchase said paper or not, nor whether *he* referred persons offering to sell such paper to these defendants; but they deny that they, or either of them, had any knowledge, at the time they so purchased, of any such refusal on the part of
42 said Edward Seagrave, or of his referring persons offering to sell to these defendants, or either of them.

And these defendants, further answering, say, that they did purchase paper, between about the last of October, A. D. 1854, and about the tenth day of November, A. D. 1854, on which said Edward Seagrave was liable, and that they so then purchased the same at rates varying from twenty to twenty-five, having paid twenty-five per cent. for all, as they believe, except about three thousand dollars, for which they paid twenty per cent., and without any agreement or understanding with said Edward Seagrave respecting the same, as

charged in said bill, but purchased it as aforesaid, of their own no, tion and suggestion solely, on their own exclusive account and risk in every respect. And that they so bought and paid for the same, with their own property, and for their own use and benefit, and not for the use or benefit of said Edward Seagrave, or any other person. And defendants annex hereto a schedule of said paper, which they so, as aforesaid, purchased between about the last day of October, A. D. 1854, and about the tenth day of November, A. D. 1854, marked B, and made part hereof.

And as to the allegation in said bill, "that, in pursuance of said" (alleged) "arrangement, understanding and agreement, between the said Edward Seagrave and the said Phetteplace & Seagrave, the said Edward Seagrave conveyed to them certain stocks and real estate, and mortgaged his said real estate, in the State of Rhode Island, to secure them for a pretended indebtedness, due from him to them, and delivered to them certain notes, and other evidences of debt, some of which were secured by mortgage, and all of which were, at the time they were so conveyed, transferred and delivered, to said Phetteplace & Seagrave, of the value of fifty thousand dollars, and upwards, and received from them the paper, upon which, he, the said Edward Seagrave, was liable, to the amount of about forty-three thousand dollars," &c., these defendants, answer-
43 ing, say, that they unequivocally deny that between the commencement of said suit and the recovery of said judgment therein, the said Edward Seagrave made any conveyance of any property whatever, or delivered any, to these defendants, or either of them, in pursuance of said, or any such, agreement or understanding, as is alleged ; and they deny, also, that said claims they so bought and held against him were fictitious, or that his indebtedness to them was pretended, merely ; and aver that they so then bought said paper, as aforesaid, in good faith, for a valuable consideration, and not in pursuance of said alleged agreement, bargain, or understanding, and that they paid for it with their own property, and held it as their own property, and as the genuine evidence of a real and large indebtedness of said Edward Seagrave to them. And as to the succeeding allegation, in said bill, that said transaction was a fraud, these defendants deny the same, in all and every respect, and further deny that in so as aforesaid purchasing said paper, or afterwards taking and receiving said property from said Edward Seagrave, there was any intention or design on their part, or on the part of either of them, of any kind, to defraud the complainants, or to hinder, delay, or defeat, in any illegal way or manner, the said complainants in the collection of the judgment they were about to obtain. And they are ignorant of any such intention or design, on the part of said Edward Seagrave, and do not believe that any such existed.

And, as to the allegation in said bill, "that the delivery of the paper of the said Edward Seagrave, to him, by the said Phetteplace & Seagrave, was in pursuance of the arrangement, understanding, or agreement, which they, (as alleged in said bill,) had with him, when

they purchased the same, at a small percentage as aforesaid, and was a mere pretence of payment for the property and evidences of debt, transferred, conveyed, and delivered to him, to them, as
44 aforesaid, and was, in reality, a fraudulent contrivance, to enable the said Phetteplace & Seagrave to hold said property, for the benefit of said Edward Seagrave, and in fraud of your orators, and the other creditors of said Edward Seagrave," these defendants, further answering, say, that they expressly deny the whole of said allegation, and all the parts thereof; hereby denying that said delivery was in pursuance of any such arrangement, or understanding, at the time of said purchase, or afterwards; and denying that it was a mere pretence of payment, and denying, expressly, that there was any fraudulent contrivance, as charged, or otherwise, to enable them to hold said property, or any part thereof, for the benefit of said Edward Seagrave, or with any design to defraud the complaints, or any of the creditors of said Edward Seagrave. And they, said defendants, aver, that they are ignorant of any such design, or intention, or contrivance, on the part of said Edward Seagrave, and do not believe that any such existed. And said defendants expressly deny, that on, or after, October 26, A. D. 1854, they took, or held, or now hold, any of said property, from said Edward Seagrave, with any understanding, or agreement, that they were to hold it upon any secret trust for him, or his benefit, or in any manner for his use or benefit; but, on the contrary, they aver that they hold and own it absolutely, as their own property, for their own exclusive use and benefit, having bought it honestly, and in good faith, and paid their own money for it.

And said defendants, further answering, say, that they believe it to be true that said Edward Seagrave did make and execute a general assignment of certain estate and property, bearing date on, or about the fourth day of January, A. D. 1855, and believe the paper, purporting to be a copy thereof, annexed to said bill, marked C, to be a true copy thereof, but, for greater certainty, ask leave to refer to the original thereof. And said defendants further say, that in and by said assignment it provided, among other things, as follows:
45 "*First.*—He shall pay in full, to Phetteplace & Seagrave, of Providence, a firm composed of James S. Phetteplace and George A. Seagrave, all notes, drafts, and acceptances, held and owned by them, on which I am in any way liable, and also to pay them, in full, all just claims and demands, of every kind, which they, as a firm, or as individuals, have against me at this time. Also, to indemnify said firm, and each of them, from all liabilities and guaranties, of every kind, which they, or either of them, have incurred, or made, or given, for me, on my account, and at my request, previous to the date hereof." But these defendants deny that there was any agreement, or understanding, between them and said Edward Seagrave, by which said assignment should be so executed as to give them a fraudulent perference, or secure any fictitious or fraudulent debt, or that the same was executed as a part of the alleged fraudulent contrivance, charged in said bill, or with any design or intent, on

their part, or with the knowledge, on their part, of any such fraudulent design on the part of said Edward Seagrave, or of said Walter W. Updike, and do not believe that any such existed. And they gave but little attention to said assignment, believing themselves to be mostly secured by said mortgage, which they took.

And these defendants, further answering, say, that they have been informed that said Walter W. Updike has, at some times, acted as the counsel of said Edward Seagrave, but whether, or not, he knew the circumstances stated in said bill, the transfer of said stock, and delivery of notes, and other evidences of debt, these defendants are ignorant; but believe he did know of the execution of said mortgage to them; that they are ignorant as to whether said Updike knew, at the time, of the purchase of said paper by them, although he might have known it, as well as many others, it having been bought at different times, of different persons, and openly, and without any secrecy. But, as to said Updike's knowing, or being acquainted
46 with, any such arrangement, understanding, or agreement, as is alleged in said bill to have been made between these defendants and said Edward Seagrave. as to the purchase of said paper, and with the (alleged) fraudulent intent and design of said parties in making the same, and with the execution thereof, these defendants utterly deny all the same, averring that the same is untrue in all its parts, because no such agreement, or arrangement, existed. And said defendants, further answering, deny that said arrangement was a part of said, or of any, fraudulent scheme, as alleged in said bill, so far as it relates to them, as they certainly know, and positively assert; and they believe that there was no such scheme on the part of any others. And they further deny that said preference of them, in said assignment, was designed and intended to cover up the previous (alleged) fraudulent transactions, or otherwise intended or designed, so far as they had any knowledge, to defraud the complainants, or any other person, knowing, for a certainty, that so far as respects themselves no such design ever existed, and believing that none such existed on the part of any other person. And whether the paper delivered by them to Edward Seagrave was, by him, turned over to his assignee, as a part of said assigned property, these defendants are not particularly informed, although they have since, at some time, heard so.

And these defendants, further answering, deny that the notes and other property, which they so, as aforesaid, received from said Edward Seagrave, were by him and them afterwards treated as the property of the said Edward Seagrave, or after the said deed of assignment to said Walter W. Updike, hereby avering that since said assignment these defendants never so treated, or any part thereof, and never allowed any one else so to treat it, with the knowledge on the part of these defendants that it was so being done, or claiming to be done, but ever since, on or about the last of
47 October, and fifteenth (15th) of November, A. D. 1854, these defendants claimed, held, treated, and dealt with said property as their own; and if the said Edward Seagrave has, at any time

since said last-mentioned time, claimed or treated said property, or any part thereof, as his, it has been done without the knowledge or consent of these defendants. And further, as to the allegation that said Edward withdrew from these defendants certain portions of said property, and used the same for his own purposes, and without account, these defendants deny that, to their knowledge or belief, any of the property of these defendants, transferred or conveyed to them, about the last of October, and between them and about the fifteenth day of November, A. D. 1854, was ever afterwards withdrawn, or used, by him, for his own purposes, without account; but these defendants always afterwards, claimed, retained, and held said proprety as their own, and for their own use and benefit. And defendants hereto annex a Schedule C, of the property they so, as aforesaid, received from said Edward Seagrave, and make the same a part of this, their answer. And defendants further state, in relation to said notes of W. & D. Farnum, for two thousand one hundred and twenty-nine dollars and eighty-five cents, that the same were secured by pledge of stock of Norfolk County Railroad, and it was understood that in case the said notes were not paid by said stock, or otherwise, that said Edward Seagrave should be liable to make up the deficiency. The Wauregan stock, so called, was transferred to them before said fifteenth day of November, A. D. 1854, but did not become absolutely their property till about November 15th, A. D. 1854.

And these defendants, further answering, say, that on a portion of the real estate included in the mortgage from said Edward Seagrave to them, there are two or three small tenements, occupied, as they are informed, by persons of color, and for which, as they have been informed, they were to pay, in all, a rent of somewhere about eight dollars per month, and they believe that said Edward Seagrave,
48 after the execution of said mortgage, as the owner of the fee, did collect or attempt to collect, some rents, through a person who had theretofore collected said rents from these persons, though defendants have heard that said tenants were not very punctual in their payment, defendants not caring to notify said tenants to pay said rent to these defendants. And defendants have been informed that since said assignment of the fee thereof, to said Updike, that said Updike employed Alexander B. Chace, the person who had theretofore collected said rents, to collect said rents for him, said assignee, and that said Chace has collected, as rents, for the space of about , the sum of dollars, and has paid the same to said assignee; said assignee saying, at the time, that he was not going to be at the trouble of looking after these persons, every month, for such a sum; and it was just left to be paid by said tenants, to said Chace, who was a clerk for Phetteplace & Seagrave, at their counting room, he being always there, as the most convenient mode by which said assignee could attend to it.

And these defendants, further answering, admit that said Edward Seagrave, at the time said judgment was recovered against him, was a citizen of the State of Rhode Island, and, as they believe, continued

to be a citizen of said last-mentioned State for a long time after that time.

And as to whether said judgment and execution remain unpaid, or not, these defendants are not informed, except by said complainants, said bill of complaint; but that there is the sum of sixty thousand four hundred dollars, and more, due on said judgment, to said orators' these defendants do not in the least believe; but, on the contrary, have been often informed, and now believe, that whatever may be due on said judgment really belongs to, and is the property of, said Hill, Carpenter & Company, or to their assignees, Earl P. Mason, Josiah Seagrave, jr., and Thomas A. Jenckes, all now, and at the time of the commencement of said suit, and since, citizens of the State of Rhode Island.

49 And these defendants deny that any specific demand was ever made on them for the payment of, said judgment or execution, although, when defendants sold at auction some of the property (real estate) included in the mortgage, from said Edward Seagrave to them, complainants, or some one in their behalf, forbid said sale, saying there was a bill pending touching the same, and after said sale claimed that the proceeds of the sale from the purchaser should be paid to them—defendants then stating that they had a bona fide title to said property, and a right to sell the same.

And these defendants, further answering, say, that they have no very particular knowledge as to what estate or property the said Edward Seagrave owned, except from what they received from him, as herein stated, as per schedule annexed, but they utterly deny that said Edward Seagrave made or executed to them, or either of them, any assignment, or assignments, or transfers, of any property, (except as herein already stated,) which, or interest in, or profit thereof, ought in equity or justice to be transferred to the complainants, in satisfaction of said judgment. And they deny that he has executed any conveyance or transfer to them, or either of them, since the commencement of said suit, except as above. And they do not know, or believe, that any conveyance or transfer was made by said Edward Seagrave to said Walter W. Updike, except said assignment mentioned in said bill.

And these defendants, further answering, say, that said Edward Seagrave, between the time of his said failure, about February fourth, A. D. 1854, and the date of his assignment, January fourth, A. D. 1855, became indebted to the defendants for rents, money loaned, goods sold, &c., in about the sum of five hundred sixty-nine dollars and forty-eight cents.

And said defendants, further answering, say, that the paper which they, so as aforesaid, purchased, amounted on its face, at that time, to forty-seven thousand two hundred and forty-nine dollars

50 and eighty-three cents, about, and that at the time it was, so as aforesaid, delivered to said Edward Seagrave, it and the interest and expenses thereon, amounted to about the sum of forty-nine thousand one hundred and fifteen dollars and thirty-four cents; that the property, so as aforesaid received from said Edward Sea-

grave, did not equal the last-named sum by about five thousand two hundred fifty-eight dollars and seventy-three cents, and it was then understood and agreed, by and between said Edward Seagrave and these defendants, that he should make to them the mortgage referred to in said bill, to secure this sum and said other indebtedness and liabilities, and said mortgage was drawn up and executed, without being particularly examined by these defendants as to its words at that time.

And these defendants, further answering, say, that the Callahan notes, in Schedule B, were secured by a mortgage of certain real estate, situate in Burrillville, in this State, made by said Callahan to Edward Seagrave, and assigned by said Edward Seagrave to Phetteplace & Seagrave; that some time in January, A. D. 1856, these defendants advertised said property for sale, and at the time of said proposed sale one James M. Cross, whom these defendants believe was acting in this, as well as other matters, as the agent of, and under some arrangement or understanding with, said Hill, Carpenter & Company, or their assignees and counsel, came forward and paid to said Phetteplace & Seagrave the amount due on said mortgage, and expenses of said proposed sale, and the same was assigned by these defendants to him.

And these defendants deny any and all manner of unlawful combination and confederacy, wherewith they are charged by said bill, without this, that there is any other matter, cause or thing, in the said complainants' said bill of complaint contained, material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, or denied, is true to the knowledge and belief of
51 these defendants; all which matters and things these defendants are ready to aver, maintain, and prove, as this honorable court shall direct, and humbly pray to be hence dismissed, with their reasonable costs and charges, in this behalf most wrongfully sustained.

(Signed) JAMES S. PHETTEPLACE.
GEORGE A. SEAGRAVE.

WM. H. POTTER,
Defendants' Solicitor.

RHODE ISLAND DISTRICT, *sc:*

PROVIDENCE, *August 5th*, A. D. 1856.

Then personally appeared the above-named James S. Phetteplace and George A. Seagrave, and severally made oath that the facts and statements contained in the foregoing answer, by them signed, stated as of their own knowledge, are true, and that those therein stated as of their recollection, information, or belief, are true, according to the best of their recollection, information, and belief.

Before me,

(Signed) HENRY PITMAN, *Clerk.*

1843

SCHEDULE "A,"

52

(Referred to in answer.)

$1,000. PROVIDENCE, *November* 4, 1853.

Five months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris, Hill, Carpenter & Co.

$5,000. PROVIDENCE, *October* 8, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$5,000. PROVIDENCE, *October* 15, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Endorsed on the back,) Samuel Harris.

53 $1,000. PROVIDENCE, *November* 5, 1853.

Four months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$5,000. PROVIDENCE, *October* 1, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$1,000 PROVIDENCE, *November* 4, 1853.

Five months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

54 $1,000. PROVIDENCE, *November* 5, 1853.

Six months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$1,000. PROVIDENCE, *November* 5, 1853.

Six months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISSAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$3,000 NEW YORK, 11*th Month*, 7*th*, 1853.

Six months after date, pay to the order of Samuel Harris three thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
New York.

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

55 $5,000. PROVIDENCE, *October* 22, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$5,000. PROVIDENCE, *October* 19, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$5,000 PROVIDENCE, *November* 5, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

56 $1,500. PROVIDENCE, *November* 9, 1853.

Six months after date, pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$1,500. PROVIDENCE, *November* 9, 1853.

Six months after date, pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

$5,000. PROVIDENCE, *November* 12, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRIT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merrit & Co.
(Endorsed on the back,) Samuel Harris.

57 $1,500. PROVIDENCE, *November* 9, 1853

Five months after date, pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Iaaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

$5,000. PROVIDENCE, *September* 24, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

58 SCHEDULE "B,"

(Referred to in answer.)

Bought of the Producer's Bank of Woonsocket, Edward Seagrave's draft on

Isaac Merritt & Co., endorsed by Samuel Harris, for three thousand dollars, payable 6 months from Dec. 24th, 1853	3,000 00		
Also, Edward Seagrave's draft on Isaac Merritt & Co., and endorsed by Samuel Harris, for twenty-eight hundred dollars, payable 6 months from Dec. 22d, 1853, at 25 per cent	2,800 00		
		$5,800 00	$1,450 00
Bought of Smithfield Union Bank, Smithfield, Edward Seagrave's note, endorsed by Samuel Harris, for twenty-three hundred seventy-two $\frac{92}{100}$ dollars, payable 6 months from Nov. 4th, 1853	2,372 92		
Also, Edward Seagrave's note, endorsed by Samuel Harris, for twenty-three hundred seventy-two $\frac{91}{100}$ dollars, payable 6 months from Nov. 4th, 1853, at 25 per cent.	2,372 91		
		4,745 83	1,186 46
Amounts carried over		$10,545 83	$2,636 46
59 Amounts brought over		$10,545 83	$2,636 46
Bought of the Cumberland Bank of Cumberland, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from August 19th, 1853	2,525 50		
Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from August 25th, 1853	2,525 50		
Also, Edward Seagrave's draft on Isaac Merritt &			

Co., endorsed by Samuel Harris, for five thousand dollars, payable 6 months from Nov. 25th, 1853.....	5,000 00		
Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred dollars, payable 6 months from Dec. 27th 1853, at 25 per cent.....	2,500 00		
		12,551 00	3,137 75
Amounts carried over.....		$23,096 83	$5,774 21
60 Amounts brought over.....		$23,096 82	$5,774 21
Bought of J. T. Seagrave, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from Sept. 3d, 1853.....	2,525 50		
Also, bought of J. T. Seagrave, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from Sep. 1, 1853.....	2,525 50		
Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from Sept. 1st, 1853.....	2,525 50		
Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from August 4th, 1853.....	2,525 50		
Amounts carried over.....	10,102 00	$23,096 83	$5,774 21

61	Amounts brought over	10,102 00	$23,096 83	$5,774 21
	Also Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from August 15th, 1853	2,525 50		
	Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for twenty-five hundred twenty-five $\frac{50}{100}$ dollars, payable 6 months from August 19th, 1853	2,525 50		
	Also, bought of J. T. Seagrave, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for three thousand dollars, payable 6 months from Nov. 7, 1853	3,000 00		
	Also, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for three thousand dollars, payable 6 months from Nov. 7th, 1853, at 25 per cent	3,000 00	21,153 00	5,288 25
	Bought of J. D. Burgess, Edward Seagrave's draft on Isaac Merritt & Co., endorsed by Samuel Harris, for three thousand dollars, payable 6 mos. from Oct. 22, 1853, at 20 per cent.,	3,000 00	3,000 00	600 00
			$47,249 83	$11,662 46

62 SCHEDULE "C."

(Referred to in answer.)

Francis Callahan's six notes, all as follows, dated October 1st, 1852, for seven hundred dollars each (700,) payable in two and one-half, three, three and one-half, four, four and one-half, and five years after

date, with interest, payable semi-annually; and the interest was paid up to October 1st, 1852	4,200 00	
43 days' interest on above, to November 15th, 1854	30 12	
		$4,230 12
All the above notes were given to Edward Seagrave, and secured by mortgage to him, and transferred by him to us.		
Seagrave & Steere's notes as follows, viz:		
One note, dated April 1st, 1852, and payable four years after date, with interest, semi-annually, and paid to October 1st, 1854, for six thousand dollars	6,000 00	
Amounts carried over	$6,000 00	$4,230 12
63 Amounts brought over	$6,000 00	$4,230 12
One note, signed by Seagrave & Steere, and dated April 1st, 1852, payable five years from date, with interest payable semi-annually, and interest paid to October 1st, 1854, for five thousand dollars	5,000 00	
Interest on the above two notes to November 15th, 1854	78 83	
Balance due on Seagrave and Steere's note, as cash, Nov. 15th, 1854, twenty-two hundred sixty-seven $\frac{28}{100}$ dollars	2,267 28	
The above two notes of Seagrave & Steere's we have on hand, except the last, which is paid.		
Edward Seagrave's note, due 17th December, 1855, less interest from Nov. 15th, 1854, $1,263 50	17,736 50	

James S. Phetteplace's note, and interest to Nov. 15th, 1854	4,514 00		
We bought the Wauregan stock of Edward Seagrave, the par value of said stock was 6,250			
At 40 per cent. discount 2,500			
	3,750 00		
Amounts carried over	3,750 00	$35,596 61	$4,230 12
64 Amounts brought over	3,750 00	$35,596 61	$4,230 12
From the above we deducted our three notes, given to the Wauregan Co. for instalments towards payments of said stock, in all as cash, this day, Nov. 15th, 1854, after deducting interest, twenty-five $\frac{3}{100}$ dollars, leaves, say eighteen hundred forty-nine $\frac{97}{100}$ dollars	1,849 97		
		1,900 03	
W. & D. D. Farnum's notes as follows, viz:—One note for two thousand dollars, payable 4 months from March 20th, 1854	2,000 00		
One note for fifteen hundred dollars, payable 4 months from March 11th, 1854	1,500 00		
Two other notes of W. & D. D. Farnum, dated March 11, 1854, and payable 4 months from date, each for fifteen hundred dollars	3,000 00		
And one other note of W. & D. D. Farnum, payable 6 months from April 8th, 1854, for six thousand dollars	6,000 00		
Amounts carried over	18,099 97	$37,496 64	$4,230 12
65 Amounts brought over,	18,069 97	$37,496 64	$4,230 12
All payable to Edward Seagrave, or order, and en-			

dorsed over to us without recourse. We took the above last named notes of Edward Seagrave for twenty-one hundred twenty-nine $\frac{85}{100}$ dollars, with one hundred and twenty-five shares of capital stock in the Boston and N. Y. Central railroad, and with the understanding and agreement that we should realize this amount from them, and in the event we did not, we were to be secured under the mortgage for all we came short.....	2,129 85	
Edward Seagrave's note, secured by mortgage on real estate in Providence, for fifty-two hundred fifty-eight $\frac{73}{100}$ dollars, payable 4 months from Nov. 17th, 1854.....	5,258 73	
		44,885 22
		$49,115 34

66 *Replication.*

Filed September 1, 1856.

The replication of said complainants, to the answer of James S. Phetteplace and George A. Seagrave, defendants:

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say, that they will aver and prove their said bill to be certain, true, and sufficient in the law to be answered unto; and that the said answer of the said defendants, is uncertain, untrue, and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are, and will be, ready to aver and prove as this honorable court shall direct; and humbly pray as in and by their said bill they have already prayed.

By their solicitor,

(Signed) T. A. JENCKES.

Motion to take bill as confessed against Walter W. Updike one of the defendants.

Filed, rule day, September 1, 1856.

The complainants in said cause move that their said bill be taken as confessed against Walter W. Updike, one of the defendants named therein, who was served with a subpœna, returnable on the rule day in July, A. D. 1856, he having filed no answer thereto.

By their solicitor,

T. A. JENCKES.

Ordered, (as of course,) that the bill be taken pro confesso, as against Walter W. Updike.

HENRY PITMAN, *Clerk*

67 ANSWER OF WALTER W. UPDIKE.

Filed September 29th, 1856.

The answer of Walter W. Updike, one of the defendants in said bill, to the bill of complaint of said John S. Parker et al.

And the said Walter W. Updike, now, and at all times hereafter, saving and reserving to himself all benefit and advantage of exception to the errors, uncertainty and imperfections in said bill of complaint, for answer thereunto, or unto such parts thereof as this defendant is advised is or are material or necessary for him to answer unto, this defendant answering saith:

That he has been informed generally that said Edward Seagrave, at, on or about the day of , A. D. 1854, and before that time, was possessed of considerable estate, but defendant had no particular knowledge in relation to said matter, and no other information than any other person residing here would probably have. And he also heard that the said Seagrave became indebted and involved, in the same general way, and that he subsequently failed.

And as to the allegation in said bill that said complainants, Parker, Chapman and Tobey, on or before the 26th day of October, A. D. 1854, became possessed, for a valuable consideration, of certain bills of exchange and promissory notes, on which said Edward Seagrave was liable, and which were, when so received by the complainants, protested, and this defendant answering says, that he does not know when or how said Parker, Chapman and Tobey became possessed of said paper, bills of exchange and promissory notes; but he has been informed since then, and now believes, that said bills of exchange and notes never were, and are not now,
68 the property of said Parker, Chapman and Tobey, or of said Stevenson; that they never paid any consideration for them or any of them, and that all the same were the property of Hill, Carpenter & Company, a firm doing business in the city of Providence, in said Rhode Island district, composed of Paris Hill, Joseph Car-

penter, William J. Cross, William S. Merrill, and George W. Wilbur, all then and now citizens, as this defendant now believes, of said city of Providence, which said last mentioned firm failed on or about the , A. D. 185 , and made a general assignment of their property to Earl P. Mason, Josiah Seagrave, jr., and Thomas A. Jenckes; and defendant believes that said bills of exchange and promissory notes now rightfully belong to said assignees of Hill, Carpenter & Company, and that they have been fictitiously passed over in some way, and without any consideration therefor, to said Parker, Chapman and Tobey.

And defendant knows that a suit was commenced by Parker, Chapman and Tobey against said Edward Seagrave, at or about the time stated in said bill, the precise time he cannot state; and that at the November term of this court, A. D. 1854, a judgment was rendered therein against said Seagrave for about the sum of sixty thousand five hundred and twenty dollars thirty-eight cents, debt and costs of suit.

And as to the allegation in said bill, that on the twentieth day of December, A. D. 1854, said Parker, Chapman and Tobey made an assignment of all their property, including said judgment, to said Stevenson, this defendant says that he has no knowledge of said assignment, except as stated in said bill, and what he has heard in relation to it; that no copy is annexed to said bill, and whether or not said judgment is specifically named therein or not he cannot say; but if so, he has been informed and believes that said judgment did not belong to said Parker, Chapman and Tobey to assign, but that the same belonged to and is the property of said Hill, Car-
69 penter & Company, or their said assignees, all of the latter being citizens of the State of Rhode Island.

And as to the charge in said complainants' said bill of complaint, that during the pendency of said suit upon said bills and notes the said Edward Seagrave combined and confederated with said Phetteplace and George A. Seagrave to defraud the complainants, and to hinder and delay them in the collection of the judgment they were about to obtain in said suit, and for said purposes came to some understanding, bargain and agreement, by which said Phetteplace & Seagrave were to purchase paper upon which said Edward Seagrave was liable, then outstanding, to an amount of forty or fifty thousand dollars, at a rate of not exceeding twenty-five per cent. on the face of such paper, and that the said Edward Seagrave should then turn over and convey to said Phetteplace & Seagrave all or the greater portion of his visible and attached property for said paper, at the full value thereof, thereby leaving in the hands of said Phetteplace & Seagrave an amount equal to the difference between the principal and interest due on said paper and the amount which they would pay for the same; and that said Phetteplace & Seagrave did purchase up such paper to the amount of forty or fifty thousand dollars, (and did so in pursuance of such understanding,) at a rate of about twenty-five per cent., and with the full understanding and knowledge on the part of the said Edward Seagrave that they were purchasing the

same, and with his assent, and with the expectation and belief growing out of said understanding and belief that he would pay and secure to them the full amount of principal and interest due thereon; this defendant answering says that he never knew anything about any such combination and confederacy as is charged in said bill, nor did he ever know of the said bargain, agreement and arrangement, so as aforesaid charged, or of anything of the kind, and the first information he had about the same was from said complainants'
70 said bill, he believes; but he has no reason to believe, and does not believe said statement, and does believe that no such combination and confederacy, or bargain, understanding or agreement, as is charged, was ever made or entered into by and between said parties, or any of them, and believes all said charges entirely unfounded.

And defendant does not know, and is not informed, save by said complainants' said bill, whether said Edward Seagrave refused to purchase said paper, and referred persons offering the same to said Phetteplace & Seagrave, or not.

And as to the charge in said bill that said Edward Seagrave, in pursuance of said bargain, understanding and agreement, did convey to said Phetteplace & Seagrave certain stores and real estate, and mortgaged his real estate in Rhode Island, to secure a pretended indebtedness from him to them, and delivered to them notes and property, all then of the value of fifty thousand dollars and upwards, and received from them the paper upon which the said Edward Seagrave was liable, to the amount of about forty-three thousand dollars, this defendant is entirely ignorant, save as he is informed by said bill.

And as to the charge of fraud, and that said transaction was designed to defraud, and to hinder and delay creditors, and to hinder and defraud and defeat the complainants in the collection of their said judgment, defendant expressly denies that at any time he ever knew of any such intention or design, on his part, or of any such intention or design on the part of said other defendants, or either of them, and does not believe any such ever existed, nor does this defendant know, nor has he any knowledge, save by said bill, whether the delivery of any paper of said Edward Seagrave to him, by the said Phetteplace & Seagrave, was in pursuance of any such arrangement, agreement, or with any such design or intention, as is charged in said bill, but defendant does not believe any such agree-
71 ment, or delivery, in pursuance of any such agreement, with any such design, ever to have existed, as is charged.

And this defendant, further answering, say that said Edward Seagrave did, on the fourth day of January, A. D. 1854, make and execute his certain assignment to this defendant, (and the copy annexed to said bill may be a correct copy, but defendant refers, for greater certainty, to the original thereof,) but as to any attempt or endeavor, on the part of the said Edward Seagrave, unjustly, or in any manner directly or illegally, to prefer or secure said Phetteplace & Seagrave. in and by said assignment, or to cover up, conceal, or fictitiously or

fraudulently transfer or convey any property, either for the benefit of Phetteplace & Seagrave, or either of them, or for the benefit of said Edward Seagrave, or any other person, this defendant never heard or knew of any such design, and had no reason to believe, and does not believe any such ever existed. And this defendant positively denies that any design ever existed in any form on his part, and he as positively denies that he heard, knew, or had reason to suspect, or did suspect or believe, that any such design or intention of any kind ever existed or was entertained, either on the part of said Edward Seagrave or either of said defendants, either to convey any property illegally, for the benefit of said Phetteplace & Seagrave, or to aid in carrying out any previous bargain or agreement, such as is charged in said bill, or in any way to make use of said assignment as a contrivance whereby illegally to prefer said Phetteplace & Seagrave, for any fictitious or pretended debt, or to cover up and conceal any property for them, or for said assignee, or thereby to hinder and delay said complainants or other creditors in the collection of their debts, or of any fraudulent design or intention whatever, in respect thereof, or any part thereof.

And further answering, said defendant says that he had been
72 counsel for said Edward Seagrave, at different times, for some time prior to the execution of said assignment, but he has reason to believe that he was not solely his counsel, but he at different times employed other counsel. And if by the allegation in said bill that defendant "was fully acquainted with, and well knew all the facts and circumstances hereinbefore set forth," it is meant that this defendant at any time knew of any illegal or fraudulent bargain or agreement of any kind between said Edward Seagrave and said Phetteplace & Seagrave, to defraud the complainants, or the creditors of said Edward Seagrave; or of any design or intent to defraud them by any said alleged arrangement or agreement, or by said assignment; or of the execution of any such design; or that this defendant knew of any fact or circumstances touching or connected with any such fraudulent transaction, or directly or indirectly was cognizant of, or participated therein; then said allegation in said bill is grossly untrue and false—this defendant positively denying all the same.

And as to the allegation in said bill that this defendant knew of the transfer of stock, and delivery of notes and other evidences of debt, by said Edward Seagrave to said Phetteplace & Seagrave, this defendant denies that he had any knowledge whatever in relation to the same, or of any circumstances connected therewith, or that he knew of any such paper, or of the transfer of any such paper or stock, as is alleged; and as to the allegation, also, that said defendant was acquainted with the making of the mortgage from said Edward Seagrave to said Phetteplace & Seagrave, before referred to, and that the same was drawn, executed and acknowledged, in the office of this defendant, this defendant answering, says that he is informed by said bill, and since then otherwise, that said mortgage was drawn and acknowledged by his brother, who occupies the same office, and is his partner in his professional business; but as to this

73 defendant's knowing of the making, execution, or acknowledgment of said mortgage, at the time, or till long afterwards, or of any circumstances connected therewith, or aught in relation to its existence even, he utterly and unequivocally denies, nor has he heard or been informed, save by said bill; nor does he believe that the parties thereto executed the same with any fraudulent design whatever, or as part of any confederacy or arrangement, as charged in said bill, or otherwise for any particular purpose, and is perfectly satisfied that no such intention or design was, at the time or ever, made known, or communicated, directly or indirectly, to his said brother, or that his said brother believed any such intention or design to have existed. And defendant further states that at the time of the date and execution of said mortgage he was absent, and had been for some time before, and for some time afterwards, from the State, and was in the State of Michigan, and on his way to and from there; that on his return he was not even informed of the making of said mortgage, and did not know of its existence even till long afterwards.

And as to the further allegation in said bill that this defendant knew and was well acquainted with the purchase of said paper of said Edward Seagrave by said Phetteplace & Seagrave, at a small percentage, as aforesaid, defendant positively denies all the same, and avers that, (although he perceives it is stated in the answer of the other defendant that he might have known of it because it was open and not secret,) he never knew anything whatever in relation to it, in any way or manner, but was perfectly ignorant in relation to it—nor did he ever know that there was any such paper in existence.

And as to the further allegation in said bill that this defendant knew and was acquainted with the alleged arrangement, agreement or understanding, under which they, said Phetteplace & Seagrave, purchased the same, and with the fraudulent design and intent of said parties in making said arrangement, understanding or agreement, and to the execution of the same, this defendant

74 answering says, that whatever may be the knowledge or experience of other counsel in such matters, for himself he positively denies all knowledge, direct or indirect, of said alleged, or any like arrangement, agreement or undertaking, as is charged in said bill; denies that, if any such existed, (which he does not believe,) he ever knew or suspected of its existence, or was cognizant of or participated therein in any, way directly or indirectly; and he as positively denies all knowledge of the fraudulent intent and design charged in said bill to have existed as between said Edward Seagrave and Phetteplace & Seagrave; and if any fraudulent design or intent on the part of them, or either of them, or on the part of this defendant, in relation to all or any of said alleged agreement, understandings, conveyances, transfers, purchases, mortgages, assignments and premises, either to defraud said complainants, or any creditors of said Edward Seagrave, or in any manner to hinder and delay them in the collection of their debts, or otherwise, in any manner, to cheat or defraud any person. And this defendant not only positively denies

all knowledge of any such fraudulent agreements, understandings, combinations, contrivances and designs, as are charged in said bill, and all knowledge of the execution of any such, but he avers that he does not believe that any such ever existed on the part of said Edward Seagrave, or of said Phetteplace & Seagrave; nor did any fact or circumstances come to defendant's knowledge to induce him to believe that they, or either of them, had any such intention or design.

And as to the averment that said deed of assignment was a part of said alleged fraudulent scheme, and that said preference of said Phetteplace & Seagrave therein was designed and intended to cover up the previous fraudulent transactions, and that the same was known to this defendant at the time of the execution thereof, this defendant answering, says that the said assignment, or the original draft
75 thereof, was not drawn by him, nor in his office; but he positively denies all knowledge of its being a part of the alleged, or any fraudulent scheme whatever, or that the preference therein of said Phetteplace & Seagrave was designed to cover up the alleged or any previous transactions, and he does not believe that any such scheme or intention existed on the part of any other person; and as to that part of the allegation which asserts that all the same was known to this defendant, at the time of the execution of said assignment, this defendant unequivocally avers that said assertion is utterly untrue, and grossly false in all and every part and portion thereof.

As to the allegation in said bill that the paper of the said Edward Seagrave, so purchased by said Phetteplace & Seagrave, and delivered by them to said Edward Seagrave, was by him, said Edward Seagrave, turned over and delivered to this defendant, as a part of the assigned property, instead of the property placed in the hands of the said Phetteplace & Seagrave, this defendant answering, says that some time after said assignment, shortly after, a bundle of papers was handed to him, rolled up in a paper. but which, in fact, he did not then examine, but has since examined, and he believes that said papers, so delivered to him, were the same referred to as purchased by said Phetteplace & Seagrave; but this defendant had no knowledge whatever at the time that said bundle contained said notes, and afterwards found it to contain a quantity of notes and other papers—said assigned or certain notes; but whether this bundle contained said notes this defendant did not then know, and there being no circumstance whatever to excite any suspicion on his part he did not then examine them.

And this defendant, further answering, positively denies that any of the papers, notes or property, conveyed to him by said assignment, and delivered to him, have ever, since said assignment, been treated by said Phetteplace & Seagrave, or said Edward Seagrave, as the property of said Edward Seagrave, in any way or manner, to the knowledge or belief of this defendant, or with his assent;
76 nor has the said Edward Seagrave ever withdrawn any of said assigned property from this defendant, in any way or

manner. And this defendant has no knowledge that the notes and other property, alleged to have been placed in the hands of said Phetteplace & Seagrave, by the said Edward Seagrave, have since been treated as the property of said Edward Seagrave, or that any portion thereof has been withdrawn by the said Edward Seagrave and used for his own purposes, and without account, or in any manner whatever, and defendant does not believe that anything of the kind has been done.

And this defendant, further answering, says that he believes that said Edward Seagrave, at the time of the rendition of said judgment, was a resident and citizen of the State of Rhode Island, and continued to be so for a long time afterwards.

And as to the levy of said execution, and sale of and purchase of said property, as alleged in said bill, this defendant is ignorant, except as he is informed by said bill.

And this defendant denies that any demand for the payment of said judgment was ever made of him, as alleged in said bill, and denies, also, that any demand for the property was ever made on him, as is alleged in said bill, or that said mortgage should be cancelled, or that any release should be made to said Stevenson, as alleged in said bill.

And this defendant does not believe that there is anything justly due the complainant on said judgment, because he believes that the property in and right to the same belongs to the said Hill, Carpenter & Company, or to their said assignees.

And this defendant has no definite knowledge of what property said Edward Seagrave had, at the time of the rendition of said judgment against him, or of the amount of incumbrance then on the same ; nor has he any knowledge as to what property he had at the time of said assignment, except by what he about that time received as assignee ; but he denies that said Edward Seagrave ever
77 made any transfer, or conveyance, of any property of any kind to him, except said assignment ; nor does this defendant know of any transfer or conveyance made or executed by said Edward Seagrave to said Phetteplace & Seagrave, except as hereinbefore stated ; nor does this defendant know of any transaction, matter, or thing, showing that said Edward Seagrave has conveyed any property for the purpose of defrauding complainants or other persons, or concealed any for any such purpose, or with any such intention.

And this defendant further, answering, says that as the assignee of said Edward Seagrave, he received under said assignment, the following described property, namely : two certain parcels of real estate, specifically described in said assignment, (reference being had to the same for description,) said real estate, being subject to mortgages thereon, and having since said assignment been sold by the mortgagees, Phetteplace & Seagrave, under their said mortgages; but said sale has not been completed, the purchaser declining to do so, on account of the threat of the complainants to institute this suit; that defendant has received the rents of some two or three tene-

ments, occupied by colored people, on said premises, they having paid the rents to Chase, a person employed to collect them, (as defendant was informed,) before he became assignee ; the amount so retained by defendant being the sum of seventy dollars; that the city having ordered curb stone laid in front of said estate the same were laid at a cost of sixty dollars, and other expenses ; the whole sum in money received by said defendant, under said assignment, being one hundred and thirty-three dollars, and the amount paid out being sixty-five dollars, leaving of money in his hands, as assignee, the sum of sixty-eight dollars.

Defendant also received as such assignee a bundle of papers, a schedule whereof is hereto annexed, marked A, and made part of this his answer.

78 Defendant also received, under said assignment, four shares of the capital stock of the Roger Williams Insurance Company, of Providence, the par value of said shares being fifty dollars, which defendant had agreed to sell to William D. Davis for forty dollars per share, that being the market value thereof; but the same having been attached or levied on by the aforementioned execution, said sale has not been completed, but awaits the result of this suit. Defendant has received about sixteen dollars dividends on said stock.

Also one hundred shares of the capital stock of the Railroad Bank, in Woonsocket, Rhode Island, the par value thereof being fifty dollars per share ; this last stock having been sold by said Bank since said assignment, for a pretended indebtedness of said Edward Seagrave to said Bank, under its charter ; the right of said Bank so to do, and the validity of said sale being disputed, and the matter being now litigated by the parties in a bill in equity, now pending before the supreme court of this State, said last-mentioned stock being also levied on by said execution, as defendant is informed.

Also ten shares of the Manufacturer's bank, of Providence, the par value thereof being one hundred dollars, and said bank holding the stock note of said Edward Seagrave for one thousand dollars, which said stock has been sold, or all the interest which said Edward Seagrave had in the same at the time of said assignment, by said assignee, for the sum of fifty dollars, which was the full market value thereof. Also, one pew in the Central Congregational Church, valued at about four hundred dollars, attached by the plaintiff in this bill, on said execution, and therefore not sold by this respondent.

That the foregoing is all the property of every kind which has come to the possession of this defendant as such assignee, and the mode in which the same has been disposed of by him, or is now held ; and that other than as above he does not know of, or been informed of any property, or rights of property, which passed

79 under his assignment, or to which as such assignee he has any title or claim.

And this defendant expressly and explicitly denies the fraudulent

combination and conspiracy with which he is specifically charged in said complainants' said bill of complaint; and also expressly denies all the charges of fraud, and intention and design to defraud, specifically charged in said bill; and also denies all unlawful combination and confederacy, and any and all frauds and fraudulent intention, design, and acts and conduct of every kind, wherewith he is in and by said bill charged, and prays to be hence dismissed, with his costs in this behalf most unjustly incurred.

(Signed) W. W. UPDIKE.

W. H. POTTER,
Defendant's Solicitor.

—

PROVIDENCE, *September* 15, A. D. 1856.

Then personally appeared the above-named Walter W. Updike, and made oath that the facts and statements contained in the foregoing answer, by him signed, stated as of his own knowledge, are true; and those therein contained stated as of his information, recollection and belief, are true, according to the best of his information, recollection and belief.

(Signed) HENRY PITMAN, *Clerk.*

SCHEDULE "A."

80

(Referred to in answer.)

Schedules of papers handed me by Edward Seagrave.

Contract with Evans & Seagrave, dated Jan. 24th, 1852.

Contract with Samuel Harris and Isaac Merrit & Co., dated July 1st, 1853.

Certificate of stock, 4 shares R. W. Insurance Co.

Certificate of stock, 100 shares Railroad Bank.

Isaac Merrit & Co.'s acceptance, due June 30th	$2,500 00
Isaac Merrit & Co.'s acceptance, due February 22d	2,525 50
Isaac Merrit & Co.'s acceptance, due February 25th	3,000 00
Isaac Merrit & Co.'s acceptance, due March 28th	5,000 00
Isaac Merrit & Co.'s acceptance, due March 6th	2,525 50
Isaac Merrit & Co.'s acceptance, due February 28th	2,525 50
Isaac Merrit & Co 's acceptance, due February 7th	2,525 50
Isaac Merrit & Co.'s acceptance, due March 4th	2,525 50
Isaac Merrit & Co.'s acceptance, due May 10th	3,000 00
Isaac Merrit & Co.'s acceptance, due May 10th	3,000 00
Isaac Merrit & Co.'s acceptance, due February 16th	2,525 50
Isaac Merrit & Co.'s acceptance, due March 4th	2,525 50
Isaac Merrit & Co.'s acceptance, due February 22d	2,525 00
Isaac Merrit & Co.'s acceptance, due June 27th	3,000 00
81 Isaac Merrit & Co.'s acceptance, due June 25th	2,800 00

W. W. Updike, assignee, in account with estate of Edward Seagrave.

Dr. to cash received of Mr. Chace, for rents collected by him	$70 00
To cash received for sale of Manufacturers Bank stock	50 00
Received of Rufus Waterman	1 00
Received of Edward Dexter, for old carboys	12 00
	$133 00

CONTRA.

Cr. by cash paid the city for carting	$60 00
Recording deeds, &c.	5 00
	$65 00
Balance in W. W. Updike's hands	$68 00

PLAINTIFF'S DEPOSITIONS.

82

Direct Interrogatories to Samuel Harris.

RHODE ISLAND DISTRICT, *sc.*

UNITED STATES CIRCUIT COURT.

JOHN S. PARKER *et al.*
vs.
PHETTEPLACE & SEAGRAVE. } In equity.

Interrogatories to be addressed to Samuel Harris, esq., a witness on the part of the complainant.

1. What is your age, residence and occupation?
2. Are you acquainted with Edward Seagrave, Isaac Merrit, and with the parties in this suit? If so, state how long you have known them.
3. State whether or not you have ever had any business dealings with Edward Seagrave. If so, state what those business dealings have been.
4. State whether or not you have ever endorsed any notes or drafts made by Edward Seagrave. If so, give, if possible, a full description of all notes and drafts of said Seagrave, so endorsed by you.
5. State whether or not your name has ever been used by said Seagrave, and if so, how? state fully and particularly.
6. State whether or not, to your knowledge, Edward Seagrave ever failed or stopped payment.
7. If you answer the last question affirmatively, state when said Seagrave stopped payment, and what piece of paper he first suffered to lie over unpaid.

8. If, in answer to previous interrogatories, you state that you did endorse any notes or drafts made by Edward Seagrave, now state whether any of said notes and drafts laid over and remained unpaid at maturity.

9. If you answer the last question affirmatively, give, if possible, a full description of all said notes and drafts which were un-
83 paid after maturity, the amount of each, the date, and the several parties, makers, acceptors, endorsers, etc.

10. If you answer question fourth affirmatively, now state whether or no tthe notes and drafts, which in your answer to said question you say you endorsed, all laid over and remained unpaid after maturity.

11. State whether or not Edward Seagrave failed because neither himself, nor the acceptors of said drafts, nor you as the endorser of said notes and drafts referred to in your answers to interrogatories eighth and ninth, were able to pay said notes and drafts at maturity.

12. State why said Seagrave failed.

13. State whether or not any of said notes or drafts referred to in your answers to interrogatories eighth and ninth have ever been paid.

14. Have you ever had any conversation with said Edward Seagrave relative to said notes and drafts referred to in your answers to interrogatories 8 and 9, or to your connection therewith. If so, please give the details of all such conversations, fully and particularly.

15. State whether or not Edward Seagrave ever stated to you that he had bought up some fifty thousand dollars worth of these notes and drafts referred to in your answers to interrogatories 8 and 9, and preferred them in his assignment, in order to keep his property away from his creditors.

16. State whether or not Edward Seagrave ever made any statement to you about purchasing or having purchased any of said paper; and if so, state what he said and when he said it. State particularly and fully.

17. State whether or not said Edward Seagrave ever made any agreement with you, or gave you in any way to understand that he would protect from all liability by reason of your endorsements of his aforesaid notes and drafts.

18. If you answer the last question affirmatively, please state fully and particularly what this agreement and understanding was; when made and how; and give all the conversations you and he ever had upon the subject as fully as you can, and all the particulars thereof.

19. State whether or not any bond or written agreement ever was given to you by said Edward Seagrave, having reference in any way to the aforesaid notes and drafts of said Seagraves, endorsed by you.
84 20. If you answer the last question affirmatively, state what that written agreement was, giving its provisions as fully and particularly as possible.

21. If you answer question 19 affirmatively, state when said written bond or agreement was executed, and delivered to you, and state whether or not said Seagrave made any request to you concerning it.

22. If, in answer to last preceding interrogatory, you state that

said Seagrave made any request concerning said bond, state what that request was.

23. State whether or not any of the notes and drafts of said Seagrave, referred to in your answer to the preceding interrogatory, have been purchased by any one from the original holders thereof after their maturity. If so, please state as particularly as you can, which have been so purchased; by whom, and for what price. Please state all you know about said purchase fully and particularly.

24. If you know of any other matter or thing pertaining to the matters in controversy in this suit, please state them as fully and particularly as if directly thereto interrogated.

T. A. JENCKES,
Solicitor for Complainants.

Cross interrogatories.

Defendants object to direct interrogatories to Samuel Harris, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, and 23, as leading, incompetent and irrelevant, and to the 13 and 14 as incompetent and irrelevant.

1. State whether or not you failed in business in or about A. D. 1853, and if so, when.

2. State whether or not Isaac Merritt & Co. failed at or about A. D. 1853. If so, when, as near as you can state.

3. State whether or not there was any connection in business between you and Edward Seagrave and said Merritt & Co. prior to
85 the failure of yourself and said Merritt & Co., and if so, state what that connection was.

4. If, in answer to direct question 14, you state that you had such conversation with said Edward Seagrave, state the date of such conversation, where it was, and who was present.

5. If, in answer to direct question 15, you state that you had any conversation with said Seagrave, state when it was, where it was, and who was present.

6. If, in answer to direct question 16, you state that you had such conversation, state when it was, where it was, and who was present.

7. If, in answer to question 17, you state that you had any such conversations, state when it on each of them were, where had each, and who, if any one, was present at each, stating the names of the persons present at the 1st, 2d, and so on separately.

8. If you state there was a written agreement between you and said Seagrave, defendants object to any statements being made by the witness, in relation to it or touching the subject matter thereof before or after it was made.

9. If, in answer to direct questions 21 and 22, you state that there was any request, state when that request was made, where it was, and who was present.

10. State whether or not you were personally present at any time when any purchase of the paper referred to in direct interrogatory 23 was purchased. If so, when, and where, and who was present.

11. State upon your oath whether you have any knowledge as to

any supposed purchase of said paper, except what you have obtained from hearsay of others.

12. State whether or not you at any time made an agreement with said Edward Seagrave to indemnify him and save him harmless from his liabilities, growing out of his business connections with you and said Merritt & Co.; and whether or not there was any written paper made, given by you to him in relation thereto.

13. If you made or gave such paper, state about when it was.

14. State whether or not said Seagrave payed you any money or passed or delivered to you any property of any kind for or on
86 account of you to indemnifying him; and if so, state how much you so received it as nearly as you can.

15. State whether or not you have stated to George A. Seagrave that you knew nothing about this suit or the subject matter thereof, and that all you knew related to the wool transactions only.

WM. H. POTTER.
Defendants' Solicitor.

Deposition of Samuel Harris, a witness produced, affirmed and examined the thirteenth and twentieth days of September, in the year 1859, at the office of George W. Morrel, U. S. commissioner, &c., No. 44 Wall street, in the city of New York, under and by virtue of a commission issued out of the circuit court of the United States for the Rhode Island district, in equity, in a certain cause now pending in said court, wherein John S. Parker *et al.* are complainants, and Phetteplace & Seagrave *et al.* defendants, as follows: Samuel Harris, of Leeds, in the county of Green, and State of New York, woolen manufacturer, being duly and publicly affirmed and examined on the part of the complainants, doth depose and say as follows, viz:

1. To the 1st interrogatory he saith: I am about 52 years of age. I reside at Leeds, Green county, State of New York. I am a woolen manufacturer.

2. To the 2d interrogatory he saith: I am acquainted with Edward Seagrave, Isaac Merritt, and all the parties in this suit. I have known Mr. Seagrave 27 years, and Mr. Merritt about 22 years; Phetteplace & Seagrave about 19 years, and Parker, Chapman & Co., about 6 years.

3. To the 3d interrogatory he saith: I have had business dealings with Edward Seagrave. I was in partnership with him in 1842 and 1843; we dissolved partnership in 1843. I have had various business dealings with him up to the winter of 1852 and 1853. The business dealings with him were buying wool from him, and selling wool to him. In the winter of 1852 and 1853 he came to my house and induced me to join Isaac Merritt and himself in a wool speculation, to buy three hundred thousand pounds of wool and sell it. The wool was
87 to be bought by Seagrave drafts on Isaac Merritt & Co., endorsed by me, which he (Seagrave) said he could get discounted; he said he was worth a hundred and seven thousand dollars.

4. To the 4th interrogatory he saith: I have endorsed drafts drawn

by Edward Seagrave on Isaac Merritt & Co. to a large amount in the wool speculation above referred to. I cannot give a description of them from memory. I assigned my books; they were taken to Rhode Island, and I cannot describe them, (the drafts, &c.,) without having access to my books. There may have been some notes, but they were mostly drafts.

5. To the 5th interrogatory he saith: My name has been used by said Seagrave in the wool speculation above referred to. I cannot state how it has been used, except by my endorsing his drafts.

6. To the 6th interrogatory he saith: Edward Seagrave failed and stopped payment in 1854, in February, I think.

7. To the 7th interrogatory he saith: I think he stopped payment in February, 1854. I cannot say what piece of paper first laid over unpaid.

8. To the 8th interrogatory he saith: A great many of the drafts (perhaps notes) made by Edward Seagrave, endorsed by me, laid over and remained unpaid at maturity.

9. To the 9th interrogatory he saith: I cannot give a description of them without referring to my books; they varied in amounts and dates; many of them were for twenty-five hundred dollars each. I think there were no endorsers except myself. They were drawn by Edward Seagrave on Isaac Merritt & Co., endorsed by me, and accepted by Isaac Merrit & Co.

10. To the 10th interrogatory he saith: I think all the notes and drafts I endorsed laid over and remained unpaid after maturity. I mean all that laid over after the failure; some had been previously paid by renewals.

11. To the 11th interrogatory he saith: I cannot say whether or not Edward Seagrave failed, because neither himself or the acceptors of said drafts, nor I, as endorser of said notes and drafts, was or were able to pay said notes and drafts at maturity. I know I
88 was not able to pay them. I cannot say, I do not know as to the ability of Seagrave, or the acceptors to pay them. Seagrave said he had from fifty to sixty thousand dollars, and the acceptors were said to have money.

12. To the 12th interrogatory he saith: I think he failed for the purpose of making some arrangements by which he could derive some benefit from the property which he then owned. He failed after the maturity of most or all of the notes and drafts above referred to. These were the ostensible cause of his failure. I do not think he had property enough to pay them.

13. To the 13th interrogatory he saith: None of said notes and drafts have been paid, unless the arrangement between Edward Seagrave and Phetteplace & Seagrave amounted to a payment of the drafts purchased by them. Phetteplace & Seagrave purchased about $40,000 of the drafts at twenty-five cents on the dollar.

14. To the 14th interrogatory he saith: I have. I went to him (Edward Seagrave) several different times, and asked him to say whether he would put in any money, provided I could get the acceptors (the Merritts) to do so, and then could get some help from

my friends to raise an amount and buy up all the paper that was against us, at a certain percentage; he told me that not one cent of his property should ever go to pay that paper; he said that I had bought him out, and that the Merritts and I must pay it. I cannot give the conversation more fully than that; we talked about the matter several times, I urging him to put in the money, and he refusing. It is now nearly five years since we had these conversations, and I cannot recall the particulars of them. I do not recollect that he said anything specially about my connection with said notes and drafts, except that I had bought him out; that the Merrits and I were bound to pay them, and that there was no obligation on him to pay them.

15. To the 15th interrogatory he saith: I do not remember that Edward Seagrave ever stated to me as inquired in this interrogatory.

16. To the 16th interrogatory he saith: I think Edward Seagrave never made any statement to me about purchasing or having purchased any of said paper.

17. To the 17th interrogatory he saith: He made an agree-
89 ment with me to divide his property with me after the business was settled; he made no other agreement than that to protect me from liability by reason of my said endorsements.

18. To the 18th interrogatory he saith: In the fall of 1853 some bank checks, intended to take up some of our paper, were drawn to his, Edward Seagrave's order. He was at his house in Williamsburgh, and I went over with the checks, to get him to endorse them. I asked him to endorse them. He was much excited and almost refused to endorse them. He said, "Oh, Harris, I shall die! I shall die! I must have relief; you must buy me out, or I shall be crazy; I wish I could never see the light of another morning." I told him that he must stand right up, and that we must face this thing through and make the best of it. He said, as he was situated he could do nothing to help us along with the load. I told him it would ruin me to buy him out. He said I could stand the load the best, and if I would buy him out he would move back to Providence. If he could only say he was clear, had sold out, he could raise money and help us altogether more than he could as he was situated, and would stick to it and raise money to help us through with it, but he must have it so that he could tell he had sold out; and if I would buy him out he would give me writing to divide all of his property with me, (and I to divide mine with him,) that was left after the wool matter was settled up. After some little time, I agreed to buy him out. I think he made a bill of sale to me, and I gave him a writing to indemnify him against the liabilities arising out of the operation. He still pledged himself to see us through in the way of negotiating, endorsing, drawing drafts, &c., and raising money on paper. He gave me his bond to divide his property with me, after the wool operation should be cleared up.

19. To the 19th interrogatory he saith: Seagrave gave me a bond to divide his property with me, after the wool matter was all settled.

20. To the 20th interrogatory he saith; The bond given by Sea-

grave to me provided that he should divide with me all the property he had left after the wool matter was settled up, and that the conditions of the bond should be kept secret between us.

21. To the 21st interrogatory he saith: Said bond was
90 executed and delivered to me at No. 166 Pearl street, New York, a few days after the conversation at his house in Williamsburgh, (above stated,) and at the time I completed the purchase of his interest in the wool. He requested that I should keep it secret that I had any such bond.

22. To the 22d interrogatory he saith: Seagrave requested that I should keep it secret that he had ever given me any such bond.

23. To the 23d interrogatory he saith: Phetteplace & Seagrave purchased about $40,000 of said notes and drafts from the banks, and I think the original owners thereof, after their maturity. I cannot state what particular drafts and notes were so purchased. They were purchased at about twenty-five cents on the dollar. That is all I know about it.

24. To the 24th interrogatory he saith: I know nothing more pertaining to the matter in controversy in this suit.

Cross-examination.

1. To the 1st cross-interrogatory he saith: I failed in business in February, A. D. 1854, I think.

2. To the 2d cross-interrogatory he saith: I think Isaac Merritt & Co. failed in February, A. D. 1854.

3. To the 3d cross-interrogatory he saith: Edward Seagrave, said Isaac Merritt & Co., and I were jointly interested in the purchase and sale of a large quantity of wool, prior to the failure of myself and said Merritt & Co.

4. To the 4th cross-interrogatory he saith: I cannot give the dates exactly of those conversations; it was soon after the failure. The conversations were had at No. 166 Pearl street, and at Judson's Hotel, New York. I think there was no one present besides ourselves.

5. To the 5th cross-interrogatory he saith: I think said Seagrave never made to me the statements referred to in the 15th direct interrogatory.

6. To the 6th cross-interrogatory he saith: I answered the 16th direct interrogatory in the negative.

91 7. To the 7th cross interrogatory he saith: The first conversation was held at Seagrave's house in Williamsburgh, (N. Y.) His wife was present at the begining of it, and I think his daughter, also; but when we began to talk about my purchasing his interests I think we went into another room by ourselves. The other conversations were held at No 166 Pearl street, New York, where the purchase was consummated and the paper passed. I think no more was present at any of them; they ran along through several days, perhaps a week.

8. To the 8th cross interrogatory he saith: I have stated there was a written agreement between said Seagrave and myself.

9. To the 9th cross interrogatory he saith: The request was made

at No. 166 Pearl street, New York. No one was present but ourselves.

10. To the 10th cross-interrogatory he saith: I was not personally present at any time when any of the paper referred to in direct interrogatory 23d was purchased.

11. To the 11th cross-interrogatory he saith: I have no knowledge as to any supposed purchase of said paper, except what I have obtained from hearsay of others.

12. To the 12th cross-interrogatory he saith: I think I did make such an agreement with him, and that I made and gave to him a written paper in relation thereto. I know he requested me to give him a writing that he could show in Providence he was clear, and said he could help raise money more readily to complete the operation.

13. To the 13th cross-interrogatory he saith: It was in the autumn of 1853.

14. To the 14th cross-interrogatory he saith: Said Seagrave did not pay any money, nor pass or deliver any property to me individually, to indemnify him. He passed over to the concern about $32,000 in stock and real estate. I think this went on the books of the concern. The said Merritt kept the books, and I think the deed of the real estate was made to them. This was in the autumn of 1853, about the time I purchased his interest, and he gave me his bond; it was a part of that operation.

15. To the 15th cross-interrogatory he saith: No, I never told him so.

SAMUEL HARRIS.

92 Affirmed and subscribed the 13th and 20th days of September, 1859, before me,

GEORGE W. MORELL.
U. S. Commissioner, South. Dist. N. Y.

SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss:

I hereby certify that on the 13th and 20th days of September, aforesaid, Samuel Harris appeared before me at my office, No. 44 Wall street, in the city of New York, and having been by me duly affirmed, was examined by me upon the interrogatories and cross-interrogatories annexed to said commission, separate and apart from all other persons, no person being present during such examination except the deponent and myself; that said deposition was by me reduced to writing in the presence of the said witness, and from his statements, and having been by me carefully read to him, was subscribed by him in my presence.

[SEAL.] Witness my hand and seal the 21st day of September, in the year of our Lord one thousand eight hundred and fifty-nine.

GEORGE W. MORELL,
U. S. Commissioner, South. Dist. New York.

Commission fees, $118\frac{51}{100}$. Paid.

UNITED STATES OF AMERICA,
Southern District of New York.

I, Kenneth G. White, clerk of the circuit court of the United States of America for the southern district of New York, second circuit, do hereby certify that I am well acquainted with the handwriting of George W. Morell, whose name is subscribed to the annexed deposition, and that the signature to the same is his proper handwriting; I do further certify that he was, at the time of signing the same, a United States commissioner, duly appointed by the circuit court of the United States of America for the southern district of New York, second circuit.

I testimony whereof, I have hereunto subscribed my name and affixed the seal of the said circuit court, this 21st day of September, in the year of our Lord one thousand eight hundred and fifty-nine, and of the independence of these United States the eighty-fourth. [SEAL.]

KENNETH G. WHITE.

93 *Direct interrogatories to Elijah B. Newell.*

JOHN S. PARKER *et al.*
vs.
PHETTEPLACE & SEAGRAVE *et al.* } In equity.

Interrogatories addressed to Elijah B. Newell, esq., of Cumberland, a witness on the part of the complainants.

1. What is your name, age, residence, and occupation?

2. Are you connected with any bank, and if so, what bank, and in what capacity, and were you acting in the same capacity in said bank in 1854?

3. State whether or not your bank held any commercial paper to which Edward Seagrave was a party. If so, describe said paper particularly, and state when your bank received it.

4. State whether or not said paper was paid at maturity.

5. If said paper was not paid at maturity, state whether or not any application was made to your bank for the purchase of the same, and if so, by whom, and on whose behalf.

6. State what was done by your bank upon such suggestion, and who, if any one, was authorized to negotiate any sale, if any sale was authorized.

7. State whether or not you went to Phetteplace & Seagrave, in pursuance of said application, and if so, what was said and done about said paper.

8. State whether or not your bank sold said paper to Phetteplace & Seagrave, and if so, for what amount, and what was taken as payment; and if a note was taken describe said note particularly, and state whether said note was paid at maturity.

9. State whether or not, before the sale of said paper to said Phetteplace & Seagrave, you, on behalf of your bank, saw Edward Seagrave; and if so, whether or not you had any conversation with him

about such sale, and if you had any such conversation, state fully and particularly what was said.

10. State whether or not said Edward Seagrave, in said conversation, or at any other time, advised the sale of said paper to Phetteplace & Seagrave; if so, state the language he used, and the reasons he gave.

94 11. If you state that you made such sale to Phetteplace & Seagrave, state the date of such sale.

12. State whether or not Phetteplace & Seagrave stated to you any amount of paper they desired to purchase; and if so, what amount.

13. What did you understand to be their reason for desiring the amount named, or any particular amount of said paper? State fully and particularly, and from whom you learned the same.

14. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause. If yea, set forth the same fully and at large in this your answer.

T. A. JENCKES,
Solicitor for Complainant.

Cross-interrogatories to Elijah B. Newell, a witness on the part of the respondents.

Defendants object to the witness stating anything in answer to questions 5 and 6, or any other question in relation to any "application" or "suggestion," unless the same was said or made by the defendant; and also objects to all hearsay.

Defendants also object to direct questions 9, 10, and 13, as asking for the statements and conversations of witness and third persons, (not defendants,) and his understanding of the reasons of defendants' conversation, and because leading and incompetent.

Reserving all said objections, said defendants put the following cross-interrogatories:

1. State whether or not you ever saw said Phetteplace and Seagrave, or either of them, or spoke with either of them on the subject of selling them the paper your said bank held until you went in Providence to see them on that subject.

2. If you say you sold said paper to them, did you make said contract of sale at the first interview between you and them on the subject?

95 3. Do you mean to be understood as swearing that said Edward Seagrave *advised* you to sell said paper to Phetteplace & Seagrave, or did you first go to him of your own motion and tell him you were about to sell them the paper, and ask him if he had any objections to it? State which way this was.

4. If you say you went to see said Edward Seagrave on the subject, of your own motion, state your purpose or object in so doing, whether or not it was from your friendliness to him, or how.

5. If you so went to see said Edward Seagrave on the subject of

selling your said paper, did said Edward express any *desire*, or give any advice about the matter; or did he only say, and in answer to your question, whether he had any objection to your selling it to them, say that he had none, or words to that effect.

W. H. POTTER.
Solicitor for Defendants.

Direct interrogatories to George Cook.

Interrogatories to be addressed to George Cook, esq., of Cumberland, a witness on the part of the complainant.

1. What is your name, age, residence and occupation?
2. Are you connected with any bank, and if so, what bank, and in what capacity, and were you acting in the same capacity in said bank, in 1854.
3. State whether or not your bank held any commercial paper to which Edward Seagrave was a party. If so, describe said paper particularly, and state when your bank received it.
4. State whether or not said paper was paid at maturity.
5. If said paper was not paid at maturity, state whether or not any application was made to your bank for the purchase of the same; and if so, by whom, and in whose behalf.
6. State what was done by your bank, and who, if any one, was authorized to negotiate any sale, if any sale was authorized.
7. State whether or not you went to Phetteplace & Seagrave in pursuance of said application; and if so, what was said and done about said paper.

96 8. State whether or not your bank sold said paper to Phetteplace & Seagrave; and if so, for what amount, and what was taken as payment; and if a note was taken describe said note particularly, and state whether said note was paid at maturity.

9. If you state that you made such sale to Phetteplace & Seagrave state the date of such sale.
10. State whether or not Phetteplace & Seagrave stated to you any amount of paper they desired to purchase; and if so, what amount.
11. What did you understand to be their reason for desiring the amount named, or any particular amount of said paper. State fully and paticularly, and from whom you learned the same.
12. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause. If yea, set forth the same fully and at large in this your answer.

T. A. JENCKES,
Solicitor for said Complainants.

Cross-interrogatories to be propounded to George Cook, by the defendant, a witness on the part of the complainants.

Defendants object to witness stating anything in answer to direct question 5, or in any part of his deposition, said or stated by any persons except the defendants.

Defendants also object to direct question 5, as asking for mere hearsay and as incompetent.

Defendants also object to direct question 6, because it asks for what said bank or its officers did, and because irrelevant and incompetent.

Also, to direct question 7, as leading and incompetent.

Also, to direct question 11, because it asks for witness's understanding of defendants' reason for wanting said paper, and because it is irrelevant and incompetent.

W. H. POTTER,
Solicitor for Defendants.

97

Direct interrogatories to Spencer Mowry.

Interrogatories to be addressed to Spencer Mowry, esq., of Smithfield, a witness on the part of the complainants.

1. What is your name, age, residence and occupation?

2. Are you connected with the Globe Bank of Smithfield; and if so, in what capacity, and in what capacity were you acting in 1854?

3. State whether or not said bank held any commercial paper to which Edward Seagrave was a party. If so, describe the paper.

4. State when said bank took said paper, and whether the same was paid at maturity.

5. State whether or not said paper remained overdue and unpaid in said bank until October or November, A. D. 1854.

6. State whether or not you, as an officer of said bank, had any negotiations with Phetteplace & Seagrave, for the sale and purchase of said paper.

7. State at whose suggestion said negotiations were commenced.

8. State whether said negotiations resulted in the sale of said paper; and if so, for what amount, to whom was the paper delivered, and where, and who was present.

9. What did your bank give for the paper. Describe particularly.

10. In the course of the negotiations which resulted in the sale of said paper, did you see and have any conversation with Edward Seagrave relative to said sale? If so, state what the conversation was, fully and particularly.

11. At the time of, or after said sale, did you have any communication from or conversation with Phetteplace & Seagrave, about the purchase of any other similar paper by them? If so, state what.

12. How much paper did they say they wanted to purchase?

13. State whether or not you saw any other persons holding similar paper, at the request of Phetteplace & Seagrave. If so, what party did you see?

14. State whether or not said parties, to your knowledge, sold any paper to Phetteplace & Seagrave.

15. State whether or not, to your knowledge, any parties whom you saw at the request of Phetteplace & Seagrave, did not
98 sell their paper to Phetteplace & Seagrave; and if not, why not.

16. State whether or not you had any communications in writing, from Phetteplace & Seagrave, relative to the purchase of said paper. If so, please produce them.

17. State what understanding you had, at the time, of the object of Phetteplace & Seagrave, in the purchase of this paper, and whether you expressed the same to the holders of the paper whom you saw at the request of Phetteplace & Seagrave.

18. State whether or not the notes received by your bank, for the paper you sold, were paid at maturity; and if so, at what place.

19. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in this your answer.

T. A. JENCKES,
Solicitor for Complainants.

Cross-interrogatories propounded by defendants to Spencer Mowry, a witness for complainants.

Defendants object to direct interrogatory 7, as irrelevant and incompetent.

Also to interrogatory 10, because it asks for the mere conversation of a person not a party and who is a witness—mere hearsay and incompetent.

Also to interrogatory 12, as leading and assuming that they, defendants, did say something which it is not known that they did say.

Also to interrogatory 15, because it asks for the reasons why third parties did or did not do so and so—all mere heresay.

Also to interrogatory 17, because it asks for the understanding of the witness of defendants' objects and purposes, and for what witness stated to third parties in conversations between him and them, and is heresay and incompetent.

99 And defendants object to witness stating, in his answers, anything whatever except of his own knowledge, and to any and all statements or conversations of any persons whatever, except of the defendants themselves.

Cross-interrogatory 1. Can you, upon your oath, state that you or your said bank sold any paper such as is referred to in direct question 3, to said James S. Phetteplace, or George A. Seagrave, or to either of them?

Cross-interrogatory 2. State what notes or paper referred to in said question 3 your said bank held or owned, and to whom you sold them, if at all, and with whom said *contract* of sale was made.

Cross-interrogatory 3. Who paid you or your bank for the paper you so sold, if you did sell it?

W. H. POTTER,
Solicitor for defendant.

Be it remembered that before me, James H. Parsons, the *the* commissioner named in the accompanying commission, on the 22d day of February, A. D. 1860, at my office, No. 7 Weybosset Block, 19 Weybosset street, in the city of Providence, personally appeared Spencer Mowry, one of the witnesses named in said commission; and on the 21st day of March, A. D. 1860, also personally appeared George Cook, another of the witnesses named in said commission; and on the 8th day of March personally appeared Elijah B. Newell, another of the witnesses named in said commission; and each being duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, were by me severally examined under the interrogatories annexed to said commission, and said examination was by me reduced to writing in the presence of each of said witnesses, and the same was subscribed by each of said witnesses respectively in my presence, no person being present at said examinations but the deponents respectively and myself. And said depositions so taken and subscribed, I herewith return.

JAMES H. PARSONS,
U. S. Commissioner.

Fees $10.

100 Deposition of Elijah B. Newell, of Cumberland, to be used in the suit in equity now pending in said court, in which John S. Parker *et als.* are complainants, and Phetteplace & Seagrave *et als.* respondents.

Elijah B. Newell, being duly sworn, doth depose and say in answer to the 1st interrogatory:

1. My name is Elijah B. Newell, my age thirty-nine, my residence Cumberland, Rhode Island, and I am a cashier.

2. In answer to the 2d interrogatory he saith: I am cashier of the Producers' Bank in Woonsocket, and was acting in that capacity in 1854.

3. In answer to the 3d interrogatory he saith: The bank did hold such paper. One draft drawn by Isaac Merritt & Co. on Edward Seagrave, and accepted by him, and indorsed by Samuel Harris, dated December 22d, 1853, for twenty-eight hundred dollars, at six months. One other draft, dated December 24th, 1853, for three thousand dollars, at six months, same drawers, acceptor, and indorser. The three thousand dollar piece we discounted January 2d, 1854. The twenty-eight hundred dollar piece we discounted January 16th, 1854.

4. In answer to the 4th interrogatory he saith: It was not.

5. In answer to the 5th interrogatory he saith: The paper was applied for through Spencer Mowry; we understood him that Phetteplace & Seagrave would like to have a certain amount of the paper, and asked him to speak to us.

6. In answer to the 6th interrogatory he saith: The bank authorized me as a committee to negotiate the sale of the paper.

7. In answer to the 7th interrogatory he saith: I did go to Phetteplace & Seagrave, but I did not effect anything with them. I made no trade with them; they did not seem desirous to have any more of the paper, but referred me to Jacob T. Seagrave. He was then in their counting room. To him I sold the paper.

8. In answer to the 8th interrogatory he saith: We did not sell it to Phetteplace & Seagrave, but to Jacob T. Seagrave. We sold it for twenty-five cents on the dollar. In payment of it, I received first, one note dated November 1st, 1854, at 6 months, for $749 59, 101 signed Phetteplace & Seagrave, indorsed Jacob T. Seagrave and Josiah Seagrave; and another note exactly like that, except being 12 months, for $769 46. We settled on precisely the same basis that the Cumberland Bank did; that was the understanding. The notes were both paid at maturity.

9. In answer to the 9th interrogatory he saith: After Spencer Mowry had spoken to me about the sale of the paper, Edward Seagrave, for whom our bank had discounted a good deal of paper, and whom I considered a good friend of ours, sent for me to come and see him at his counting room at Waterford. I had an interview with him, the object of which was to find out whether he was satisfied. He advised us to make the sale to Phetteplace & Seagrave, telling us that it was the best that we would probably ever do, and he had always said that we should be as well dealt by as anybody. Nothing was said about anybody else but Phetteplace & Seagrave; and I knew of nobody else wanting it until I came to town, when I made the trade with Jacob T. Seagrave, taking the notes I have described above for the paper.

10. In answer to the 10th interrogatory he saith: All that I can say in regard to that is contained in my answer to the last question. He did advise us to sell to Phetteplace & Seagrave, saying it was the best we could probably ever do; and we had confidence in him, and I came to town, and sold the paper as I have stated.

11. In answer to the 11th interrogatory he saith: I did not, as I have stated above, make the sale to Phetteplace & Seagrave, but to Jacob T. Seagrave on the 6th day of November, 1854. The notes were made just like the Cumberland Bank notes, on the 1st of November, 1854, signed and indorsed as I have stated.

12. In answer to the 12th interrogatory he saith: They did not.

13. In answer to the 13th interrogatory he saith: They did not state any amount, but my knowledge came from them through Spencer Mowry. I understood him to say that they wanted $40,000. The idea he advanced to me was somehow to be filed in against the Merritts' claims. There was nothing very definite about it.

14. In answer to the 14th interrogatory he saith: I know of nothing else.

102 *Cross-examination.*

1. To the 1st cross-interrogatory he saith: I never did.

2. In answer to the 2d cross-interrogatory he saith: I have said that I never sold the paper to them. I made the trade with Jacob T. Seagrave.

3. In answer to the 3d cross-interrogatory he saith: I mean to be understood in swearing that Edward Seagrave did advise me to sell the paper to Phetteplace & Seagrave, and there was no one else mentioned between him and me. He sent for me to come and see him, and I did not go of my own motion. He also called on me at the bank once after that; I think the day before I came into town; and we talked the matter over there quite fully.

4. In answer to the 4th cross-interrogatory he saith: I did not go to see him of my own motion. He sent for me to come and see him at his counting room at Waterford, and I went.

5. In answer to the 5th cross-interrogatory he saith: He did not say that he had no objection to my selling the paper, for I asked him no such question, but he did advise me to sell the paper to Phetteplace & Seagrave. After Spencer Mowry had spoken to the bank about selling, we decided to do nothing until we had seen Edward Seagrave, and learned what he thought about our selling. This was because he had been a good friend of ours. But before I had time to go to see him, he sent for me as I have stated, and he then advised us to sell the paper to Phetteplace & Seagrave.

ELISHA B. NEWELL.

Sworn to and subscribed before me this 28th day of March, A. D. 1860.

JAMES H. PARSONS,
U. S. Commissioner.

Commission fees, $3 50.
Deponent " $2 35.

103 Deposition of Spencer Mowry, of Smithfield, to be used in the suit in equity now pending in said court, in which John S. Parker *et als.* are complainants, and Phetteplace & Seagrave *et als.* respondents.

Spencer Mowry, being duly sworn, doth depose and say, in answer to the first interrogatory:

1. *First.* My name is Spencer Mowry; my age is fifty-seven; my residence, Woonsocket, Smithfield; and I farm it some.

In answer to the 2d interrogatory he saith:

2. *Second.* I am. I am president of the Globe Bank, of Smithfield. I was president of that bank in 1854.

In answer to the 3d interrogatory he saith:

3. *Third.* The bank did hold such paper. The paper that we held was drafts drawn by Edward Seagrave, on Isaac Merritt & Co., and endorsed by Samuel Harris. There were six drafts of $2,525 50 each. There were six of that description. Then there

were two $3,000 pieces. The three first were dated July 4th, 13th, and 19th, on six months. The other three $2,525 50 ones were dated Sept. 1st, two of them the 1st, and one the 3d. The two $3,000 ones were dated Nov. 7th, both of them. All of them were dated in the year 1853. I have taken memoranda of these dates and amounts from the books of the bank. These drafts were all accepted by Isaac Merritt & Co.

In answer to the 4th interrogatory he saith:

4. *Fourth.* It was taken at or about the time it was dated. It was not paid at maturity, none of it.

In answer to the 5th interrogatory he saith:

5. *Fifth.* It did remain overdue and unpaid in said bank until October or November, A. D. 1854.

In answer to the sixth interrogatory he saith:

6. *Sixth.* Well, I had negotiations and talked it over with Phetteplace & Seagrave, and Jacob Seagrave, and Edward Seagrave. That is, I came in to see them, and talked it over with them, but mostly with Jacob Seagrave. My impression is, that every time I came in I saw George Seagrave, as well as Jacob.

In answer to the 7th interrogatory he saith:

7. *Seventh.* My impression is now that the first intimation I had was from Edward Seagrave. I cannot swear positively, but
104 I am strongly of the opinion that he was the first from whom I had any intimation who would purchase the paper. Any how, I had an interview with him, and I think the first. I had several talks with Edward Seagrave, and so I had with George and Jacob. These interviews which I had more than one with Edward. I was very friendly with him. He came to me several times to assist him, and we would ferret out these Merritts, and he was always free to tell me about his affairs. I learned from him that before he went into this speculation he was worth a hundred thousand dollars, and I could not learn from him or anybody else that he had lost more than half that amount. Therefore, I supposed there was money back that he had not paid into the concern. In these interviews with him about selling the paper to the Seagraves, I asked him whether or not, if we sold that paper to Phetteplace & Seagrave or Jacob Seagrave, it would be any disadvantage to him, because, if anybody was going to be benefitted by it, I wanted it to be him. But he said, "No, you had better let them have it: it will be the best you can do;" that he could not buy it. I came in several times, because I was willing to discharge Edward Seagrave on the paper and hold the other names. But they would not buy it that way; they did not want it in that fashion. They repeatedly told me they could buy paper in Providence at that, but they wanted to get it from the country banks, to give our banks the preference. They pretended, some of the time, that they could buy it less than that, but they would give me twenty-five cents on the dollar.

In answer to the 8th interrogatory he saith:

8. *Eight.* They did. $21,153 was sold for twenty-five cents on

the dollar. I delivered the paper to Jacob Seagrave, in his counting-room, and I think George Seagrave was present.

9. *Ninth.* We discounted it for the face of the paper, less the interest and exchange; regular banking business.

In answer to the 10th interrogatory he saith:

10. *Tenth.* I had several conversations with him. I talked with him about selling the paper. I think he told me first who would buy that paper, and after seeing the Seagraves and Phetteplace I saw Edward Seagrave again, and asked him, after telling him what they would give, whether it would be any disadvantage to him to let them have it, because if anybody was favored, I wanted it to be him; and he said, "No, you had better let him have it; it is the best you can do," or words to that effect: that he could not buy it. That is the conversation as near as I can recollect it.

In answer to the 11th interrogatory he saith:

11. *Eleventh.* Yes sir. I think, before I closed the bargain for ours. I talked with George Seagrave, who is the partner of Phetteplace; he wanted I should see the other banks in Woonsocket and vicinity who held that paper, and tell them that they would buy it and give them what they would give us, twenty-five cents on the dollar, if they come in soon.

In answer to the 12th interrogatory he saith:

12. *Twelfth.* From forty to forty-five thousand dollars. I think they said nothing about buying any less. They said forty or forty-five thousand dollars.

In answer to the 13th interrogatory he saith:

13. *Thirteenth.* I did. I saw the Woonsocket Falls Bank, that is, the directors and cashier, the Producers' Bank, and the Citizens' Bank. In going home from Providence in the cars, I saw the cashier and one of the directors of the Cumberland Bank, and told them to go to Phetteplace & Seagrave, and they could sell their paper, what they could get, and all about it.

In answer to the 14th interrogatory he saith:

14. *Fourteenth.* They have told me since, right off afterwards, that they did.

In answer to the 15th interrogatory he saith:

15. *Fifteenth.* The Woonsocket Falls Bank did not. My impression is that the cashier told me that they wanted to discharge Seagrave for the twenty-five cents on the dollar, and hold the other names, but they would not take it on those terms, and so the bank did not sell.

In answer to the 16th interrogatory he saith:

16. *Sixteenth.* I have one letter and I annex a copy to my deposition, (see Exhibit "A;" J. H. P., commissioner.)

In answer to the 17th interrogatory he saith:

17. *Seventeenth.* Well, the way that I told our directors and talked with the other parties whom I saw was, that Seagrave had this money left, and his friends were going to buy this paper at twenty-five cents on the dollar, and thereby save seventy-five cents

to Edward Seagrave, and I did not see any way to prevent
106 that. I supposed that was the plan; it looked to me as though they were going to do it in that way.

In answer to the 18th interrogatory he saith:

18. *Eighteenth.* They were. I think they were payable at Providence, and were sent to the Merchants' Bank for collection.

In answer to the 19th interrogatory he saith:

19. *Nineteenth.* I know of nothing further than what I have stated.

Cross-interrogatories.

In answer to the 1st cross-interrogatory he saith:

1. *First.* Well, I talked with the whole of them, and took two notes signed by Jacob Seagrave, and endorsed by Phetteplace & Seagrave and Josiah Seagrave. My impression is that when I talked about this it ran along after the 1st of November, 1854, and the notes were dated the 1st of November. It was not but a few days after; I delivered the paper to Jacob Seagrave, and I think George Seagrave was present. My impression is that they said I could have my choice who should sign the notes and who endorse them. This I am not quite clear about. Any way, I was to have all the names. I was acting for the bank, having been appointed a committee.

In answer to the 2d cross-interrogatory he saith:

2. *Second.* We had six drafts drawn by Edward Seagrave on Isaac Merritt & Co., and by them accepted and endorsed by Samuel Harris, each for $2,525 50 at 6 months, the 1st dated July 4th, 1853, the 2d July 13th, 1853, the 3d July 19th, 1853, the 4th September 1st, 1853, and the 6th September 3d, 1853. Then we had two $3,000 drafts, drawn, accepted, and endorsed the same as the others, and for six months, dated November 7th, 1853. These minutes I take from the bank books. I talked with Jacob Seagrave, George Seagrave and Phetteplace, and I think closed the bargain with Jacob Seagrave, but I think George Seagrave was present.

In answer to the third cross-interrogatory he saith:

3. *Third.* I took two notes. One was $2,725 22, six
107 months, signed by Jacob Seagrave, and endorsed by Phetteplace & Seagrave and Josiah Seagrave; the other was $2,806 30, twelve months, signed and endorsed like the other, both dated November 1st, 1854. I think Jacob Seagrave delivered them to me, and I think George was present. The amount of these notes was twenty-five cents on the dollar, with interest added.

SPENCER MOWRY.

Sworn and subscribed before me, this 22d day of February, 1860.

JAMES H. PARSONS,
U. S. Commissioner.

Commission fees, $4 50.
Deponent " $2 35.

EXHIBIT "A."

Annexed to deposition of Spencer Mowry, answer to direct interrogatory 16th.

J. H. PARSONS, *Commissioner.*

PROVIDENCE, *November 11th*, 1854.

DEAR SIR: Will you please see some of the Cumberland Bank directors and say to them if they want our offer on their claims against Merritts, Harris, and Edward Seagrave, altogether to come and see us on Monday morning next.

Yours truly,

PHETTEPLACE & SEAGRAVE.

Mr. SPENCER MOWRY.

The above was contained in a buff stamped envelope, but without any post mark; and said envelope was directed:

Mr. SPENCER MOWRY,
Woonsocket, R. I.

J. H. PARSONS, *Commissioner.*

108 Deposition of George Cook, of Cumberland, to be used in the suit in equity now pending in said court in which John S. Parker *et al.* are complainants, and Phetteplace & Seagrave *et al.* respondents.

George Cook, being duly sworn, doth appear and say in answer to the 1st interrogatory:

1. George Cook; I am forty-nine years of age; my residence is Cumberland Hill, and I am cashier of the Cumberland Bank.

2. In answer to the 2d interrogatory he saith: I am cashier of the Cumberland Bank, and have been acting in that capacity since 1839.

3. In answer to the 3d interrogatory he saith: The bank did hold commercial paper to which Edward Seagrave was a party. The paper was as follows: Edward Seagrave's draft, to the order of Samuel Harris, on Isaac Merritt & Co., dated July 7th, 1853, at 6 months for $3,500. This was discounted by the bank August 22d, 1853. Then there were two other pieces of the same parties for $2,525 50 each, dated August 19th, 1853, at 6 months, which were discounted October 10th, 1853. Then there was one other piece for $5,000, dated November 25th, 1853, on 4 months, same parties, discounted December 5th, 1853; and one piece for $2,500, dated December 27th, 1853, on 6 months, same parties, discounted January 23d, 1854. In all, 5 pieces, amounting to $12,531.

4. In answer to the 4th interrogatory he saith: No sir, it was not.

5. In answer to the 5th interrogatory he saith: There was no direct application. We got it though others. I think Spencer Mowry was one from whom I got my information, and there might have been others, that Phetteplace & Seagrave were buying such paper.

6. In answer to the 6th interrogatory he saith: We called a special meeting of the board of directors, and they authorized me to call on Phetteplace & Seagrave and negotiate a sale if I could.

7. In answer to the 7th interrogatory he saith: Yes; I did go to Phetteplace & Seagrave. I was authorized not to take less than a quarter. I got there, and they were not ready to negotiate. They wanted to get the paper for less than a quarter. I gave them the terms and the memorandum of what we had. I did not close
109 it at the first interview. They were to inform me whether they would accept or not, and did. They accepted the proposition. It was also understood how they should pay if they accepted.

8. In answer to the 8th interrogatory he saith: The bank did sell the paper to them for one-quarter of the face of the paper, or 3,137 75 for the whole. We took two notes made by Phetteplace & Seagrave, and endorsed by Jacob T. and Josiah Seagrave, one at 6 months for $1,616 98, dated November 1, 1854; and one for $1,665 09, bearing the same date, at one year. The interest for the time the notes were to run was added to make the amount of the notes. They were paid at maturity.

9. In answer to the 9th interrogatory he saith: That I can't tell positively. Their letter accepting the proposition was dated the 14th of November, 1854. The notes were dated back the first of November.

10. In answer to the 10th interrogatory he saith: They did not.

11. In answer to the 11th interrogatory he saith: They said nothing about it. We heard it from others that they wanted to purchase about $40,000 worth, but there was nothing from them. I don't say that others knew how much they wanted. It was supposition.

12. In answer to the 12th interrogatory he saith: No; I know of nothing else.

GEORGE COOK.

Sworn to and subscribed before me this 21st day of March, A. D 1860.

JAMES H. PARSONS,
United States Commissioner.

Commission fees, $2.
Deponent " $2 40.

110 *Direct interrogatories to William T. Merritt.*

Interrogatories to be addressed to William T. Merritt, esq., a witness on the part of the complainants.

1. What is your age, residence, and occupation?

2. State whether or not you were in partnership in business with any one in the year 1852, and a part of the year 1853, anno Domini. If so, state with whom you were in partnership, and what was your firm name.

3. If, in answer to the last interrogatory, you state that you were then a member of the firm of Isaac Merritt & Co., state whether or not said firm ever failed in business; and if so, when?

4. Are you acquainted with the parties to this suit with Edward Seagrave, and with Samuel Harris?

5. State whether or not said firm of Isaac Merritt & Co. had any connection in business with Edward Seagrave and Samuel Harris, in 1852 and 1853, anno Domini. If so, please state fully and particularly what that connection in business was.

6. State whether or not the business connection between you and Harris and Seagrave, aforesaid, was a wool speculation, and give its particulars. State whether or not it was a successful speculation, or the reverse.

7. If you state that Isaac Merritt & Co. did have a connection in business with said Harris and Seagrave, in A. D. 1852 and 1853, state whether or not Edward Seagrave paid into said business or invested in it any property; and whether or not said property, if any was so paid in, or any of it, was lost by said Seagrave in consequence of said business operations.

8. If you answer the last question affirmatively, state what was the amount actually paid in, and what was the amount lost by said Seagrave in said business, and of what did it consist? If lost by selling at a loss, give the date of said sale.

9. State whether or not Isaac Merritt & Co. made any offer of compromise or settlement, shortly after their failure; and if so, what that offer was.

10. State whether or not, after the failure of Isaac Merritt & Co., Edward Seagrave made any offer or proposition to them relative
111 to the settlement of their affairs; and if so, what that offer or proposition was. Please state fully and particularly.

11. If you answer the last question affirmatively, please state whether or not Edward Seagrave ever made any promise or assurances of any kind to Isaac Merritt & Co. to induce them to comply with said offer or proposition? If so, please state fully and particularly what promise or assurance he made.

12. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

T. A. JENCKES,
Solicitor for Complainants.

Cross-interrogatories to William T. Merritt, a witness for the complainant.

(Respondents object to direct questions 5 to 11, inclusive, as leading, irrelevant, and incompetent.)

1. If you state that said Edward Seagrave was interested in or connected with your firm, or with said Harris, state whether or not said Seagrave did not pay into said concern, in or about the year 1853,

money and property to a large amount. If so, state how much money he paid in, and how much in other property, bills receivable, or other property; when it was paid in, and if at different times, the times, as near as you can give them, and the amount at each of said times.

2. If you state that said connection was a wool speculation, state the amount of it, and said Seagrave's interest in the same.

3. State whether or not said money and other property was paid by Seagrave upon any promise from your said firm, and from Samuel Harris, to idemnify him (said Seagrave) of and from all said claims and losses, for or on account of said wool speculation.

112 4. State whether or not your said firm and said Harris made and executed a bond or agreement to said Seagrave, to indemnify him as above stated. And look at paper hereto annexed, marked A, and state whether it is a correct copy of said bond or agreement, according to the best of your knowledge and belief.

5. State whether or not your said firm and Harris sold said wool before or after the date of said agreement A, and what portion of it was sold after the date of said paper A, and who received the money this was sold for.

6. State whether or not the wool bought by your said firm and Harris and Seagrave has been sold. If so, when was the last of it sold? And also state the entire amount all said wool sold for.

7. State what has been done with the money so received for said wool, each and every part thereof, and the purposes to and for which the same has been used or applied, stating each item particularly, and the amount paid to each and every person, firm, or corporation, out of the said proceeds of said wool.

8. State whether or not said firm of Merritt & Co. and Samuel Harris received from Edward Seagrave the thirty-three thousand five hundred dollars, or any part thereof; and if so, how much specified in said paper A, and about when the same was so received.

9. State whether or not you witnessed the execution of the original of said bond or agreement, whereof said paper A is a copy.

10. State whether or not your said firm, or either of them, or said Harris, did pay all the liabilities said Seagrave had incurred and entered into on account of said wool speculation; and if so, state the amount you so left unpaid.

11. Look at list of paper drafts hereto annexed, marked B, and state whether or not said paper is not paper made or given by said Seagrave for or on account of said wool speculation, or growing out of the same.

12. If, in answer to direct question 9, you state that you or your firm did make an offer of compromise, when did you make it, and what did you offer?

13. State whether or not you or your firm have been released by your creditors—those who became such in said wool transaction.

113 14. If, in answer to direct question 10, you state that said Seagrave made any offer or proposition about settlement of your affairs, state when he so offered it, where it was, and who was present.

15. If, in answer to direct question 10, you say said Seagrave made such an offer, state whether you have stated all he said about it, and as he said it.

16. If, in answer to direct question 11, you say said Seagrave made such promises and assurances, state when he made them, where, and in whose presence.

WM. H. POTTER,
Solicitor for Defendants.

Paper B, referred to in cross-interrogatory 11.

1.

$1,000. PROVIDENCE, *November* 5, 1853.

Four months after date pay to the order of Samuel Harris one thousand dollars, valued received, and charge the same to the account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

2.

$5,000. PROVIDENCE, *October* 1, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

114

3.

$1,000. PROVIDENCE, *November* 4, 1853.

Five months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

4.

$1,000. PROVIDENCE, *November* 4, 1853.

Five months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris, Hill, Carpenter & Co.

5.

$5,000. PROVIDENCE, *October* 8, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

6.

$5,000. PROVIDENCE, *October* 15, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

7

115 $5,000. PROVIDENCE, *October* 22, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

8.

$5,000. PROVIDENCE, *October* 29, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

9.

$5,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

10.

$1,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

116 11.

$1,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

12.

$3,000. NEW YORK, 11*th month*, 7*th*, 1853.

Six months after date pay to the order of Samuel Harris three thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

13.

$1,500. PROVIDENCE, *November* 9, 1853.

Six months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

14.

1,500. PROVIDENCE, *November* 9, 1853.

Six months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

15.

117 $5,000. PROVIDENCE, *November* 12, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

16.

$1,500. PROVIDENCE, *November* 9, 1853.

Five months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable to Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris, Hill, Carpenter & Co.

17.

$5,000. PROVIDENCE, *September* 24, 1854.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

118 *Paper A, referred to in cross-interrogatory* 4.

NEW YORK, *7th month, 1st,* 1853.

In consideration of one dollar, to me paid, the receipt of which is hereby acknowledged, I, Edward Seagrave, of New York, have sold out all my right, title, and interest in all the lots of wool purchased by me, Isaac Merritt & Co., and Samuel Harris, the invoices of which are all entered on a book in John F. Greene's office, 166 Pearl street, New York. Sold to Isaac Merritt & Co. and Samuel Harris, and they are to pay all notes, drafts, and charges that have accrued from the purchase, storage, insurance, &c., on the same, and to have all the avails, money, notes, drafts, and accounts that have been made by sales, and all the wool on hand. Edward is to make no charge for his personal expenses, and to go on, draw drafts, and get what he can conveniently discounted, to close up the account; but is no way liable for any further losses on paper or wool, after this date, or paper taken heretofore for wool.

I, Edward Seagrave, also agree to give said Isaac Merritt & Co. and Samuel Harris my notes for thirty-three thousand five hundred dollars, at six months, with interest at six per cent., as a compensa-

tion to them for the loss that they may subject themselves to on sale of said wool, or on the paper already taken for sale of wool. Said Merritt & Co. and Harris agree to take the house he (the said Seagrave) bought of John F. Greene, on the same terms he agreed to take it of said Greene, and to deduct the amount he has paid from said notes; also, all moneys that said Seagrave has put in the concern, to be deducted from the above notes. Said Seagrave is to be held and indemnified against any further loss on the entire transaction, except his own personal expenses, when the above amount is paid.

EDWARD SEAGRAVE.
ISAAC MERRITT & CO.
SAMUEL HARRIS.

Witness—
W. H. MERRITT.

119 *Deposition of William T. Merritt,*

a witness produced and affirmed the 3d day of November, A. D. 1859, and examined on that and subsequent days, at the office of George W. Morell, United States commissioner for the southern district of New York, No. 44 Wall street, in the city of New York, under and by virtue of a commission issued out of the circuit court of the United States, within and for the Rhode Island district, in a certain cause therein depending and at issue between John S. Parker *et al's.*, complainants, and Phetteplace & Seagrave *et al's.*, respondents, as follows:

William T. Merritt, of Poughkeepsie, Dutchess county, and State of New York, dealer in wool, aged sixty-three years, being duly affirmed and examined on the part of the complainants, doth depose and say as follows, viz:

1. To the 1st interrogatory he saith: I am sixty-three years of age. I reside at Poughkeepsie, Dutchess county, and State of New York. I am engaged in the purchase and sale of wool. I am also agent for insurance companies.

2. To the 2d interrogatory he saith: In the year 1852 and a part of the year 1853 I was in partnership in business with Isaac Merritt and Willis Haviland; we were in the wool business under the firm name of Isaac Merritt & Company, and in the cotton manufacturing business under the firm name of Merritt & Haviland.

3. To the 3d interrogatory he saith: The firm of Isaac Merritt & Company failed in business about the middle of February, 1854.

4. To the 4th interrogatory he saith: I am acquainted with John S. Parker, Edward Seagrave, and Samuel Harris. I am not acquainted with Phetteplace. I am acquainted with Samuel B. Tobey, jr., who I believe is a party to this suit.

5. To the 5th interrogatory he saith: The said firm of Isaac Merritt & Co. had business transactions with Edward Seagrave and Samuel Harris in 1853. We, said firm, were engaged with them in a specu-

lation in wool to quite a large amount. About the 1st of Feb-
120 ruary, 1853, at the solicitation of Edward Seagrave, Isaac Merritt & Co. joined him and Samuel Harris in the purchase of a large parcel or parcels of wool, for the joint account of these three parties, each party being interested one-third; that is, Isaac Merritt & Co. one-third, Edward Seagrave one-third, and Samuel Harris one-third. The amount so purchased was over seven hundred and twenty thousand dollars, (720,000.)

6. To the 6th interrogatory he saith: The business connexion between me and Harris and Seagrave, aforesaid, was a wool speculation, commencing about the 1st of February, 1853, and continuing about a year. Prior to the 1st of July, 1853, Seagrave bought out Harris's interest, as they both stated to us, and afterwards and about the 1st of July, 1853, we, that is, Isaac Merritt & Co. and Samuel Harris, bought out Seagrave's interest. It was not a successful speculation; it was very much the reverse.

7. To the 7th interrogatory he saith: Edward Seagrave did not pay into said business or invest in it any property as capital. He kept a running account with the concern, and cash was received from time to time from him, and repaid to him at such time as he wanted it. Wool was sold him by the joint concern, and notes and cash received from him for the same. The balance of his account due him on the 1st of July, 1853, appears to have been nine thousand two hundred and seventy-one dollars and forty-one cents. On the 1st of July, 1853, he agreed to pay Samuel Harris and Isaac Merritt & Co. thirty-three thousand five hundred dollars to take his interest in the business, who were to bear all the loss, or reap all the profits. This is the way we became the owners of his interest.

8. To the 8th interrogatory he saith: Edward Seagrave did not pay in anything as capital. The amount lost by him in said business was thirty-three thousand five hundred dollars, which he agreed to pay to Samuel Harris and Isaac Merritt & Co. to take his interest. It consisted of the above balance to the credit of his account on the books of the concern, of nine thousand two hundred and seventy-one $\frac{41}{100}$ dollars, ($9,271\frac{41}{100}$;) his promissory notes, at four and six months, amounting to ten thousand eight hundred and eighty-eight $\frac{64}{100}$ dollars, ($10,888\frac{64}{100}$;) and property, real estate in Williamsburg,
121 Kings county, New York, valued at thirteen thousand six hundred and fifty $\frac{95}{100}$ dollars, ($13,650\frac{95}{100}$.) These sums include the interest that would fall due on the $33,500. The notes given as above were paid by him; and the amount, including the property at Williamsburg, was, no doubt, lost by him. This sum fell far short of the actual loss on his interest in the transaction. He lost only by selling, or parting with his interest in the way I have specified.

9. To the 9th interrogatory he saith: Isaac Merritt & Co. did not make any offer of compromise or settlement after their failure, except to assign all their property, real and personal, and to have a release from their indebtedness. This must have been two or three months after their failure.

10. To the 10th interrogatory he saith: I do not recollect that Ed-

ward Seagrave made any offer or proposition to Isaac Merritt & Co. after their failure, relative to the settlement of their affairs, except that he urged them to assign their property to him, stating that he would settle the debts of the concern; but as he could give no security that such could be done, they declined the proposition.

11. To the 11th interrogatory he saith: Edward Seagrave made no promise or assurance of any kind to Isaac Merritt & Co. to induce them to comply with said offer or proposition, except the one I have mentioned; but as we were not satisfied he could carry it out, we did not accept it.

MAY 17th.

12. To the 12th interrogatory he saith: I do not. Nothing else occurs to me.

Cross-examination.

1. To the 1st cross-interrogatory he saith: Seagrave did not pay into said concern, at any time, money or property as capital. At different times we received money, collateral money, for him from different persons; and also received money from him for wool we sold him, of which a regular account was kept in the books of the concern, and any balance due him was subject to his withdrawal at any time. The balance due him, as appears
122 by the account, was nine thousand two hundred and seventy-one $\frac{41}{100}$ dollars, on the 1st of July, 1853. That balance, with notes, cash and other property, making in all, with the above balance, thirty-three thousand five hundred dollars, ($33,500,) was paid to Samuel Harris and Isaac Merritt & Co. to indemnify them against loss that might occur on his interest in the concern, his interest at that time being two-thirds. The above balance of $\$9,271\frac{41}{100}$ was transferred to the account of Samuel Harris and Isaac Merritt & Co., one-half to each. There don't appear to be any account of money paid. He gave his notes to Samuel Harris and Isaac Merritt & Co. as follows: One dated June 14th, 1853, at six months, for three thousand dollars; one dated July 1st, 1853, at four months, for eleven hundred and sixty-three dollars and ninety-two cents; one dated July 15th, 1853, at six months, for three thousand dollars. The interest on these notes, at the rate of six per cent. per annum, was included in these amounts. He also made over a house and lot in Williamsburg, Kings county, and State of New York, estimated at thirteen thousand six hundred and fifty $\frac{95}{100}$ dollars.

2. To the 2d cross-interrogatory he saith: Said connexion was a wool speculation. It appears from our merchandise account that the whole purchase amounted to seven hundred and fifty-one thousand seven hundred and thirty-two dollars and twenty-three cents, ($\$751,732\frac{23}{100}$.) Seagrave's interest in it at the commencement was one-third; he afterwards purchased Harris's interest, which made his two-thirds.

3. To the third cross-interrogatory he saith: The said sum of $33,500 was paid by Seagrave upon a promise from our firm and Har-

ris to indemnify him from all claims and losses on account of said wool speculation, and nothing but our inability prevented our doing it.

4. To the 4th cross-interrogatory he saith: Our firm and Samuel Harris did execute a written agreement to said Seagrave to indemnify him, as above stated. The paper A, referred to, is a correct copy of said agreement, according to the best of my knowledge and belief. I see the word "loss," or its equivalent, is omitted in the third line from the end. I have not the original with me, and cannot compare the two.

123 5. To the 5th cross-interrogatory he saith: Considerable of said wool was sold by our firm and Harris before the date of said agreement A; but most of it was, I think, sold after it. I cannot tell exactly without referring to the books. The money was received at the office of the concern, No. 166 Pearl street, in the city of New York, and entered in the books. After the date of the paper marked A, it devolved more particularly upon our firm and Harris to attend to the business; but Seagrave was at liberty to attend to the office as before, and had free access to the books. He was more constantly there than either of us, I should think.

6. To the 6th cross-interrogatory he saith: It has all been sold. The last appears to have been sold June 20th, 1854. It appears by the books that the entire amount all said wool sold for was seven hundred and twelve thousand seven hundred and fifty-seven dollars and fifty-six cents, ($712,757\frac{56}{100}$.)

7. To the 7th cross-interrogatory he saith: The cash and net proceeds of bills receivable for which the wool was sold, so far as they came into the hands or under the control of Isaac Merritt & Co., were entered in the books of the joint concern and went to pay the liabilities of the joint account so far as it would. Other sales of wool were charged to account of the concerns to whom sold; and such accounts were settled with those concerns where it could be done; and where balances were received the amount was applied to the liquidation of debts of the joint concern. Other accounts, that were not and could not be settled, are still standing. Amongst the principal of such are balance against Samuel Harris of $42,548\frac{71}{100}$, arising from wool sold him and the firm of Harris & Waterman, of which he was a member, and the net proceeds of bills receivable and bills payable had by him and negotiated by him; the net proceeds of such bills being charged to his account, and the cash paid over by him, from time to time, was credited to his account, and show the above balance due the joint concern. The balance due from H. A. Richards is $1,604\frac{39}{100}$; from H. A. & G. H. Richards, $3,116\frac{47}{100}$; from the Virginia Woolen Manufactory, $7,759\frac{20}{100}$; from John F. Greene, $6,063\frac{2}{100}$; interest account against the concern, $53,187\frac{67}{100}$; loss on merchandise account, $38,974\frac{67}{100}$; S. A. Lilley,

124 $1,908\frac{16}{100}$; Parker, Chapman & Co., $927\frac{9}{100}$; profit and loss account, $8,016; expense account, $6,222\frac{22}{100}$; making in all these accounts $170,327. Nearly all of these balances appear to be not collectable. The accounts, together with smaller accounts not included, make up the amount deficient in paying the debts due

and owing by the joint concern. Edward Seagrave had access to the books at all times, and had every opportunity of knowing how they stood. I cannot answer this interrogatory more definitely. without annexing the books, or copies of them, which would involve more time and expense than I can bestow. The books are now open for inspection at any time, by either party, and will be at all times open for their examination.

8. To the 8th cross-interrogatory he saith : Said firm of Isaac Merritt & Co. and Samuel Harris received in notes and real estate what was valued at $\$33,500\frac{50}{100}$. The real estate was used for the payment of the debts of the concern. It was received about the time of the date of the said paper A.

9. To the 9th cross-interrogatory he saith : I did not. The party who witnessed the execution is a different person.

10. To the 10th cross-interrogatory he saith : Neither our said firm, nor either of them, nor said Harris, paid all the liabilities said Seagrave incurred and entered into on account of said wool speculation. I cannot tell exactly the amount left unpaid. I think about $160,000, as near as I can tell from recollection.

11. To the 11th cross-interrogatory he saith : I think it is.

12. To the 12th cross-interrogatory he saith : We, our firm, made an offer of compromise within a few months after our failure ; the offer was, to assign all our effects for the benefit of our creditors, provided they would give us a release.

13. To the 13th cross-interrogatory he saith : Neither of us has been so released.

14. To the 14th cross-interrogatory he saith : Said Seagrave made the offer mentioned in my answer to the tenth direct interrogatory, I think about the time our proposition was made to our creditors, as stated in answer to 12th cross-interrogatory. Seagrave's offer was made in the city of New York. I think that a committee that came on in behalf of creditors from the eastward was present ; but I cannot say positively, nor can I remember their names, it is so long since.

15. To the 15th cross-interrogatory he saith : I have stated in substance all I can recollect of Seagrave's offer. I cannot remember how he said it, or precisely what he said.

16. To the 16th cross-interrogatory he saith : Said Seagrave made the promise or offer mentioned in my answer to the 11th direct interrogatory, I think in 1854, soon after our failure ; it was made in the city of New York ; it is so long since that I cannot recollect in whose presence it was made.

WILLIAM S. MERRITT.

Affirmed this 3d day of November, 1859, and subscribed this 25th day of July, 1860, before me.

GEORGE W. MORELL,
U. S. Com'r., South. Dist., New York.

Commissioner's return.

I hereby certify that on the 3d day of November, A. D. 1859, William S. Merritt, the witness named in the commission hereto prefixed, appeared before me, at my office, No. 44 Wall street, in the city of New York, and having been by me first duly affirmed, was there examined by me, on that and subsequent days, separate and apart from all other persons, no one being present except said witness and myself, on the interrogatories and cross-interrogatories annexed to said commission; that the deposition of said witness was by me reduced to writing in his presence, and from his statements, and having been by me carefully read to him, was subscribed by him in my presence; that I have retained said commission and deposition in my possession, for the purpose of sealing up, directing, and mailing the same, with my own hand, to the court for which said deposition was taken.

In witness whereof, I have hereunto set my hand and seal, the 27th day of July, A. D. 1860.

GEO. W. MORELL,
U. S. Com'r., South. Dist., New York.

126 DEFENDANT'S DEPOSITIONS.

Interrogatories to be propounded to Edward Seagrave, of the city of Brooklyn, New York, on the part of said defendant.

1. Please state your age, residence, and occupation.
2. State whether or not, in the year 1853 and 1854, you had any business connection with the firm of Isaac Merritt & Co., or with Samuel Harris; and if so, what it was.
3. State whether or not you loaned your name to said Merritt & Co., or said Harris, about said time; and if so, to what amount did you become liable for them, or either of them?
4. State whether or not said Merritt & Co. and Harris failed; and if so, about what time did they fail?
5. To what amount was you liable, at the time of said Harris's failure, on paper, or your name loaned by you to him?
6. State whether or not said Merritt & Co. and Harris paid said paper, on which you so loaned them your name, if you did loan it?
7. State whether or not you failed, or stopped payment; and if so, when? and whether or not you stopped on all your liabilities, or only on part of them; and on which part?
8. State whether or not, in 1853 and 1854, you was acquainted with the then firm of Hill, Carpenter, & Co.; and also the firm of Phetteplace & Seagrave, of Providence, R. I.
9. Are you related to either member of said firm of Phetteplace & Seagrave; and if so, how?
10. State whether or not the firm of Parker, Chapman, & Co., obtained a judgment against you, in the United States circuit court, in Rhode Island, in 1854 and 1855, for about $60,000?

11. Please look at the list of paper hereto annexed, which purports in the original, to have been made by you, or on and for which you are liable, and state whether or not said Phetteplace & Seagrave ever owned the same, or any part thereof; and if so, when you first knew that they owned it, or any part of it.

12. State whether or not you, at any time in the years 1853 and 1854, or at any other time, made or had any agreement or
127 understanding with said Phetteplace & Seagrave, or either of them, for the purchase by them, of the above list of paper, or any of the same, or any other paper on which you was liable after you failed. If ever you had or made such agreement or understanding expressed or implied, directly or indirectly, state it.

13. State whether or not you ever authorized said Phetteplace & Seagrave, or either of them, or had any understanding with them, or either of them, to purchase said paper, or other paper, at a rate of from 15 to 25 cents on the dollar, or any other rate.

14. State whether or not you ever made or had any agreement or understanding with said Phetteplace & Seagrave, or either of them, to the effect that in case they bought said paper, or other paper of yours, at any rate per cent., that you would pay said paper to them, or secure its payment to them.

15. State whether or not you ever had any agreement or understanding with said Phetteplace & Seagrave, or either of them, that you would pay or secure the payment to them of any paper on which you was liable, if they should buy the same.

16. Do you know of anything said or done by you, to induce said Phetteplace & Seagrave to buy said paper, or to induce them to expect that you would pay or secure it in case they did buy it; if so, state what it was you said or did, and when and to whom you said it?

17. If you have before stated when you first knew of said Phetteplace & Seagrave owning said paper, state now what was first said between you and them, after they so became the owners of it.

18. State whether or not you at any time agreed with said Phetteplace & Seagrave to pay or secure to them said paper; and if so, when.

19. State whether or not you did deliver to them securities or property, to take up and pay said list of paper; and if so, please make and annex to this answer, a list of the paper and property you so delivered to them.

20. State when said property, (if at all,) was delivered to them.

21. Was any valuation put upon said last-named property, by you, and said Phetteplace & Seagrave; and if so, state what it was.

128 22. Did you, on or about November 17th, 1854, make or execute to said Phetteplace & Seagrave a mortgage to secure a note for about $5,258 75; and if so, what was said note for?

23. State what was done with the paper they had so become the owners of at the time you delivered said property to them.

24. State whether or not there was any secret or other understanding between you and said Phetteplace & Seagrave in relation to their buying said paper on which you were liable, or in relation to your paying or securing them therefor, prior to their purchasing it.

25. What was your intention or design in delivering said property to them, and so paying or securing them?

26. State whether or not in so delivering said property to them, and making said mortgage to them, you had any intention or design to defraud the plaintiffs in this suit, or either of them, or any of your creditors.

27. State whether or not in so delivering said property to them, and making such mortgage, you had any intention or design thereby to hinder or delay the said plaintiffs in collecting their said debt, or in any manner thereby to defraud them, or any of your creditors.

28. State whether or not before or at the time of so delivering said property to them, and making said mortgage to them, there was on your part, or on theirs, to your knowledge or belief, any contrivance, collusion, or understanding that they, or either of them, should hold said property, or any part thereof, or its proceeds in any manner, for your benefit, or for the benefit of any of your family.

29. State whether or not you ever have received, directly or indirectly, any benefit or advantage of, or from, any of said property so delivered by you to them, since its said delivery.

30. What did you do with the paper you received from said Phetteplace & Seagrave, if you received it, and who has it now?

31. Have you at any time placed, delivered, or in any manner assigned either to said Phetteplace & Seagrave, or to Walter W. Updike, or any other person, any property of any kind, for the purpose of hindering or delaying your creditors in collecting their
129 debts, or to defraud them, or any of them; or from which you have or expect to derive benefit or advantage to yourself or family?

32. Why did you make an assignment?

33. State whether or not you made said assignment with any contrivance or design to defraud said plaintiffs, or preferred said Phetteplace & Seagrave with any such design.

34. State whether or not said assignment was made with any contrivances or design to cover up any previous fraudulent transactions of yours, referring either to said plaintiffs, or to any other persons.

35. If there was a valuation put upon the property you delivered said Phetteplace & Seagrave, was the value of any left open for future adjustment; and if so, what was it, and why was it so left?

36. Whether or not there was any of the paper, which said Phetteplace & Seagrave so became the owner, which was not paper merely loaned by you, and which was really for your own business? if so, state which it was, distinctly.

37. State whether or not you have any knowledge in relation to the firm of Hill, Carpenter & Co. owning the paper upon which said judgment was had against you; if so, state it.

38. Do you know of any business connexion between Hill, Carpenter & Co., and said plaintiffs, in 1854?

39. Did said plaintiffs or any one in their behalf, ever ask you for the payment of the paper on which said judgment was had?

40. Have you any knowledge that they were, or claimed to be,

creditors of yours, or to hold paper on which you were liable, prior to the service of the writ on you in said cause?

41. If said Hill, Carpenter & Co. owned said paper in 1854, why did they transfer it, (if they did,) to said plaintiffs?

42. State whether or not any member of said firm of Hill, Carpenter & Co. at any time called on you in relation to paying, or renewing paper they held, on which you was liable; and if so, when, and what was said and done?

43. State what paper on which you was liable (if any) said Hill, Carpenter & Co. claimed to own; state the amount and what paper it was.

44. Do you know, or can you set forth, any other matter,
130 cause, or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

WM. H. POTTER,
Solicitor for Defendants.

Paper referred to in interrogatory 11.

1853.				Int. and expenses.	Amounts.
Aug. 4th,	Draft	$2,525 50	6 months.	$118 44	$2,643 94
" 13th,	"	2,525 50	6 "	143 69	2,669 19
" 19th,	"	2,525 50	6 "	131 06	2,656 56
Sept. 1st,	"	2,525 50	6 "	128 96	2,654 46
" 1st,	"	2,525 50	6 "	128 96	2,654 46
" 3d,	"	2,525 50	6 "	129 74	2,655 29
Oct. 22d,	"	3,000 00	4 "	131 40	3,131 40
Nov. 4th,	Note	2,372 92	6 "	76 01	2,448 93
" 4th,	"	2,372 91	6 "	76 07	2,448 98
" 7th,	Draft	3,000 00	6 "	94 08	3,094 08
" 7th,	"	3,000 00	6 "	94 08	3,094 08
Dec. 24th,	"	3,000 00	6 "	70 25	3,070 25
" 22d,	"	2,800 00	6 "	66 55	2,866 55
Aug. 19th,	"	2,525 50	6 "	112 71	2,638 46
" 25th,	"	2,525 50	6 "	110 43	2,635 93
Nov. 25th,	"	5,000 50	6 "	194 23	5,194 23
Dec. 27th,	"	2,500 00	6 "	58 55	2,558 55
					$49,115 34

Cross-interrogatories to be propounded to Edward Seagrave, of the city of Brooklyn, New York, on the part of said complainants.

1. At what time did you fail, or stop payment? Give the date as nearly as you can recollect. Was it not on or about the 4th day of Febuary, A. D. 1854?

131 2. What piece of paper did you first permit to lie over

unpaid? Describe it particularly, with the name of all the parties to it, and give the date on which it fell due.

3. Did you make a mortgage of any of your property to any person, bearing date March 14th, A. D. 1854? If you did, state to whom you made such a mortgage, and what property you mortgaged.

4. State why you made such mortgage, and what was the consideration of such mortgage.

5. Did you execute a mortgage dated March 14th, A. D. 1854, to Josiah Seagrave, jr.? If you did, state what property you conveyed in said mortgage deed.

6. Did you execute a mortgage deed, dated March 14th, 1854, to Josiah Seagrave, jr., in which you mortgaged to him the following estate, namely:

First. A lot of land in the city of Providence, on George street, known as lot number 20, on a plat of Young Orchard recorded in book No. 33, page 374, of the land records of Providence?

Second. A lot of land known as No. 19, on the same plat?

Third. Three acres of land on Olney street, known as lot No. 2, on a plat recorded in book of plats for the city of Providence, No. 4, page 1?

7. What was the consideration of said mortgage to said Josiah Seagrave, jr., as expressed in said mortgage deed? Was it to secure the payment of a note of eight thousand dollars, bearing even date with said mortgage, payable in six months from date thereof, and notes given in renewal thereof?

8. Was the consideration expressed in said deed of mortgage to said Josiah Seagrave, jr., the real consideration?

9. State what was the real consideration for said mortgage. State fully and specifically of what it consisted.

10. State whether the real consideration was more or less than the expressed consideration; and how much more or less.

11. Was there any real consideration for said mortgage to said Josiah Seagrave, jr.?

12. Why did you make said mortgage?

13. Was not your said mortgage to said Josiah Seagrave jr.,
132 above referred to, made without consideration, in order to prevent your property, therein purporting to be mortgaged, from being attached?

14. Was not your object in making said mortgage to prevent the property therein mortgaged from being attached?

15. Was not one of your objects in making said mortgage to prevent the property therein mortgaged from being attached?

16. Was said mortgage ever cancelled? If so, state when.

17. Was not said mortgage cancelled on the 14th day of November, A. D. 1854?

18. Why was said mortgage cancelled?

19. Did you pay Josiah Seagrave, jr., anything directly on account of said mortgage above referred to, which induced him to cancel and discharge it? If so, state what you paid him. State fully and speci-

fically what you paid him, and its value and amount, and when paid. If paid at different times, state what was paid at each time.

20. Did you, between the time of the execution of said mortgage to said Seagrave, above referred to, and the time it was cancled, pay said Seagrave anything on account of the note for eight thousand dollars, to secure the payment of which it purports to have been made? If so, state what you paid, and when you paid it. If paid at different times, state what was paid at each time separately.

21. At the time Merritt & Co. and Samuel Harris stopped payment, on or about the 4th of February, A. D. 1854, did you not hold, as your own property, notes made by W. & D.D. Farnum for seven thousand one hundred dollars?

22. What disposition did you make of said notes between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about the 4th of Ferbruary, A. D. 1854, and the time of your own assignment? Did you transfer them, or either of them, to any person or persons between those said times? If so, to whom did you transfer them, or either of them, and for what consideration?

23. Did you, between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about the 4th day of February, A. D. 1854, and the time of your own assignment, transfer any or all of said notes to Phetteplace & Seagrave? If so, how many of them did you transfer.

24. When did you transfer said notes to Phetteplace &
133 Seagrave? Give the dates of each transfer, if they were made at different times.

25. For what consideration did you transfer said notes to Phetteplace & Seagrave? What did you receive for them in return? Did you receive anything?

26. How long did said Phetteplace & Seagrave hold said notes so transferred? Did they not hold them until after your mortgage to them dated November, 1854?

27. Did you not transfer said notes to said Phetteplace & Seagrave without consideration, in order to prevent the proceeds thereof, when collected, from being attached as your property by your creditors?

28. Was not your object in transferring said notes to Phetteplace & Seagrave to prevent the proceeds thereof, when collected, from being attached as your property by your creditors?

29. Was not one of your objects in transferring said notes to said Phetteplace & Seagrave, to prevent the proceeds thereof, when collected, from being attached as your property by your creditors?

30. At the time Merritt & Co. and Samuel Harris stopped payment, on or about the 4th day of February, A. D. 1854, did you hold as your own property three notes made by Seagrave & Steere, all bearing date April 1st, 1852, two for the sum of six thousand dollars each, and one for the sum of five thousand dollars, payable three, four and five months, respectively, from date?

31. What disposition did you make of said notes between the time that Merritt & Co. and Samuel Harris stopped payment, on or

about the 4th day of February, A. D. 1854, and the time of your own assignment? Did you transfer them, or either of them, to any person or persons between those said times? If so, to whom did you transfer them, or either of them, and for what consideration?

32. Did you, between the time that said Merritt & Co. and Samuel Harris stopped payment, on or about the 4th day of February, A. D. 1854, and the time of your own assignment, transfer all or any of said notes to Phetteplace & Seagrave? If so, how many of said notes did you so transfer?

33. When did you transfer said notes to Phetteplace & Seagrave? Give the date of each transfer, if they were made at different
134 times.

34. For what consideration did you transfer said notes? What did you receive for them in return? Did you receive anything?

35. How long did Phetteplace & Seagrave hold said notes so transferred? Did they hold them until after your mortgage to them, dated November, 1854?

36. Did you not transfer said notes to Phetteplace & Seagrave without consideration, in order to prevent the proceeds thereof, when collected or paid, from being attached as your property by your creditors?

37. Was not your object in transferring said notes to said Phetteplace & Seagrave to prevent the proceeds thereof, when collected, from being attached as your property by your creditors?

38. Was not one of your objects in transferring said notes to said Phetteplace & Seagrave to prevent the proceeds thereof, when collected, from being attached as your property by your creditors?

39. At the time Merritt & Co. and Samuel Harris stopped payment, on or about the 4th day of February, A. D. 1854, did you hold, as your own property, six notes made by Francis Callihan?

40. Did not said notes all bear date October 1st, 1852? Were they not each for the sum of seven hundred dollars, and payable, respectively, one, two years and six months; two, three years; two, four years; and one five years from date; and all secured by mortgage?

41. What disposition did you make of said notes between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about February 4th, A. D. 1854, and the time of your own assignment? Did you transfer them, or either of them, to any person or persons between those said times? If so, to whom did you transfer them, or either of them, and for what consideration; and give the date of any and all such transfers.

42. Did you, between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about the 4th day of February, A. D. 1854, and the time of your own assignment, transfer any or all of said notes to Phetteplace & Seagrave? If so, how many of them did you so transfer?

43. Did you also assign to said Phetteplace & Seagrave the mortgage securing said notes?

135 44. When did you transfer said notes to said Phetteplace & Seagrave? Give the dates of each transfer separately, if they were made at different times.

45. For what consideration did you so transfer said notes? What did you receive for them in return? Did you receive anything?

46. How long did Phetteplace & Seagrave hold said notes so transferred? Did they not hold them until after your mortgage to them, dated November, 1854?

47. Did you not transfer said notes to Phetteplace & Seagrave without consideration, in order to prevent the proceeds thereof, when collected, or paid, or obtained by sale of the mortgaged security, from being attached as your property by your creditors?

48. Was not your object in transferring said notes to said Phetteplace & Seagrave to prevent the proceeds thereof, when collected, paid, or obtained by sale of the mortgaged security, from being attached as your property by your creditors?

49. Was not one of your objects in transferring said notes to said Phetteplace & Seagrave to prevent the proceeds thereof, when collected, or paid, or obtained by sale of the mortgaged security, from being attached as your property by your creditors?

50. At the time Merritt & Co. and Samuel Harris stopped payment, on or about the 4th day of February, A. D. 1854, did you not hold as your own property shares of the capital stock of the Worcester County Bank?

51. Were not said shares valued at five thousand dollars?

52. What disposition did you make of said stock, between the time that Merritt & Co. and Samuel Harris stopped payment, on or about February 4th, 1854, and the time of your own assignment? Did you transfer said shares, or either of them, between those said times? If so, to whom did you transfer them, or either of them; and for what consideration; and give the date of any and all such transfers?

53. Did you, between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about February 4th, A. D. 1854, and the time of your assignment, transfer any or all of said shares to Phetteplace & Seagrave? If so, how many of them did you so transfer?

136 54. When did you transfer said shares to Phetteplace & Seagrave? Give the date of each transfer separately, if they were made at different times.

55. For what consideration did you so transfer said shares? What did you receive for them in return? Did you receive anything?

56. How long did said Phetteplace & Seagrave hold said shares so transferred? Did they not hold them until after your mortgage to them, dated November, 1854?

57. Did you not transfer said shares to said Phetteplace & Seagrave without consideration, in order to prevent them from being attached as your property by your creditors?

58. Was not your object in transferring said shares to said Phetteplace & Seagrave to prevent them from being attached as your property by your creditors?

59. Was not one of your objects in transferring said shares to said Phetteplace & Seagrave to prevent them from being attached as your property by your creditors?

60. At the time Merritt & Co. and Samuel Harris stopped payment, on or about the 4th day of February, A. D. 1854, did you hold, as your own property, four shares of the Roger Williams Insurance Company, of Providence, which cost $260?

61. What disposition did you make of such shares between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about February 4th, 1854, and the time of your own assignment? Did you transfer them, or either of them, to any person or persons between those said times? If so, to whom did you transfer them, or either of them; and for what consideration; and give the dates of any and all such transfers.

62. Did you, between the time that Merritt & Co. and Samuel Harris stopped payment, namely, on or about February 4th, A. D. 1854, and the time of your own assignment, transfer any or all of said shares to said Phetteplace & Seagrave? If so, how many of them did you so transfer?

63. When did you transfer said shares to said Phetteplace & Seagrave? Give the date of each transfer separately, if they were made at different times.

64. For what consideration did you so transfer said shares to said Phetteplace & Seagrave? What did you receive for them in return? Did you receive anything?

137 65. How long did said Phetteplace & Seagrave hold said shares so transferred? Did they not hold them until your mortgage to them, dated November, 1854?

66. Did you not transfer said shares to said Phetteplace & Seagrave without consideration, in order to prevent them from being attached as your property by your creditors?

67. Was not your object in transferring said shares to said Phetteplace & Seagrave, to prevent them from being attached as your property by your creditors?

68. Was not one of the objects in transferring said shares to said Phetteplace & Seagrave to prevent them from being attached as your property by your creditors?

69. Did you not, before February, 1854, subscribe for 125 shares in the Wauregan Mills, of the par value of $6,250?

70. What did you pay in all for said stock? Did you not pay the par value?

71. At the time you subscribed for said Wauregan stock did you take any certificates of said stock in your own name?

72. Did you ever take any certificates of said stock in your own name?

73. Did you have certificates of said stock issued to any other person or persons?

74. Were not certificates of said stock subscribed for by you issued with your knowledge and consent to Phetteplace & Seagrave?

75. Were not certificates of said stock subscribed for by you issued, under instruction from you, to Phetteplace & Seagrave?

76. Were not certificates for 125 shares in said Wauregan stock, of the par value in all of $6,250, issued to Phetteplace & Seagrave? Did not said certificates bear date February 8th, 1854?

77. What amount had you at that time paid on those shares for which certificates so issued to Phetteplace & Seagrave? What did you subsequently pay?

78. Have you not in all paid out of your own money, to the Wauregan Co., the full value of those shares?

79. What amount did Phetteplace & Seagrave ever pay the
138 Wauregan Co. for said shares? Do you know of their paying anything? Do you not know that they never paid anything?

80. What consideration did Phetteplace & Seagrave pay you for the shares for which you subscribed, and for which certificates were issued to them? Did they ever pay you anything? If so, state specifically what it was, and when paid. If paid at different times, state at what times and what was paid at each time, separately.

81. Did not Phetteplace & Seagrave receive said shares of Wauregan stock without ever paying you anything for them?

82. Why were certificates for said Wauregan stock, for which you subscribed, issued to Phetteplace & Seagrave?

83. Was not your object in having certificates of said cotton mill, or Wauregan stock, issued to Phetteplace & Seagrave to prevent said stock from being attached as your own property?

84. Was not one of your objects in having certificates of said Wauregan stock issued to Phetteplace & Seagrave to prevent said stock from attachment as your own property?

85. What were your objects in so doing?

86. Did you commence a suit in equity in the supreme court of Rhode Island, in 1854, against the Railroad Bank, of Woonsocket, to recover one hundred shares of the capital stock of said bank, or the value thereof, which you claimed as your own?

87. After you made your assignment, did not your assignee, Walter W. Updike, join himself as a party by a supplemental bill?

88. What was the result of said suit in equity?

89. Was not said bill dismissed, with costs for the respondents, by final decree of the court?

90. Did you or your said assignee, either or both, assent to that disposition of the suit, namely, having your bill dismissed?

91. Was that disposition of the suit made with the previous knowledge of either yourself or your assignee, or of both?

92. Did you, or your said assignee, either or both, ever make or have any arrangement or understanding with the said Railroad Bank,
of Woonsocket, or with any person whatever, whereby it was
139 in any way understood or agreed that such a disposition should be made of the suit? If so, state fully and particularly what the agreement and understanding was.

93. Why was your bill dismissed with costs for the respondents?

94. Have you, or your assignee, either or both, ever received any benefit or advantage from the disposition of said suit above stated by you, either directly or indirectly? If so, state fully and particularly what benefit or advantage you have received.

95. Did you ever attempt to transfer said stock to said Phetteplace & Seagrave? If so, state when and for what purpose. State fully and particularly.

96. Did you not at one time lease of Welcome Farnum a mill, in Waterford, known as the No. 1 mill, for five years, at a yearly rent of $19,000? If so, state when you leased said mill. Did you not give your own note for the rent?

97. Did you not afterwards assign said lease to Evans & Seagrave? If so, state when you so assigned it.

98. What did you receive from said Evans & Seagrave in exchange for said assignment of said lease? State what they paid you, fully and particularly.

99. Did you not make it one of the conditions of said assignment that Evans & Seagrave should pay your notes given for rent of said mill?

100. Did you not, after making said assignment of said lease, purchase your own note, given to said Farnum for the rent of said mill?

101. How did you obtain said note? State fully and specifically.

102. Did you not, after obtaining said note, transfer it to said Phetteplace & Seagrave?

103. Did you not transfer said note, or purchase, or obtain it, or assign said lease; or do all of these, in order to prevent your property in said mills, or thereto appertaining, from attachment as your property by your creditors?

104. Was not one of your objects in said purchase, or transfer, or assignment, or all of them, to prevent your said property and interest from being attached as your property and interest by your creditors?

105. Have you not stated that you mortgaged your property to Phetteplace & Seagrave, and transferred it to them without consideration, in order to prevent it from being attached, or words to that effect?

Have you not so stated to Orray Taft?

Have you not so stated to Samuel Boyd Tobey?

Have you not so stated to others?

Give the names of all other persons to whom you recollect having made similar statements.

106. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as drafts of August 4th, 1853, for $2,525 50 for six months, and which stands first on said paper; state explicitly who was the drawer, who accepted, and who, if any one, indorsed.

107. State to whom said paper was given.

108. State who held said draft when it matured.

109. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

110. Did any person, other than the holder, have any interview in his behalf with you after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

111. If, in answer to the above interrogatory, you say you had such an interview with either the holder, or holders, or any other person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

112. At such interview or interviews, were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

113. Did you not advise the person or persons who so called on you, or with whom you had such interviews in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

114. Did you not decline to purchase said draft yourself?

115. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called upon you, or with whom you had such interview in relation thereto, to call on Phetteplace & Seagrave.

141 116. Did not the person or persons who called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

117. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries?

118. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

119. Did you ever object to such sale to Phetteplace & Seagrave?

120. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

121. Did you at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

122. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of August 13th, 1853, for $2,525 50, for six months, and which stands second on said paper? State explicitly who was drawer, who acceptor, and who, if any one, endorsed.

123. State to whom said paper was given.

124. State who held said draft when it matured.

125. After said draft had matured and had been protested for non-payment, did the holder have any interview with you?

126. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

127. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons on his or their behalf, state fully and particularly all that was said both by the person or persons who called upon you and by yourself, at such interview or interviews.

128. At such interview, or such interviews, were any propositions made to you for the purchase of said paper by you? If so,
142 state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

129. Did you not advise such person or persons with whom you had such interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

130. Did you not decline to purchase said draft yourself?

131. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

132. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

133. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries?

134. Did you not, in effect, advise the sale of said draft to Phetteplace & Seagrave?

135. Did you ever object to said sale to Phetteplace & Seagrave?

136. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed prior to November, 1854? If so, state to whom you gave statements, and as fully as you can, what said statements were and when made.

137. Did you at any time when said draft was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

138. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of August 19th, 1853, for $2,525 50, for six months, and which stands third on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser?

139. State to whom said paper was given?

140. State who held said draft when it matured.

141. After said draft had matured and had been protested for non-payment, did the holder have any interview with you?

143. 142. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

143. If, in answer to the above interrogatory, you say that you had such an interview, either with the holder or holders, or any person or persons, in his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

144. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

145. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

146. Did you not decline to purchase said draft yourself?

147. If you say you did decline to purchase said draft yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

148. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

149. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

150. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

151. Did you ever object to such a sale to Phetteplace & Seagrave?

152. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statement, and as fully as you can, what such statements were, and when made.

153. Did you at any time when said draft was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

144 154. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of September 1st, 1853, for $2,525 50, for six months; and which stands fourth on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser.

155. State to whom said paper was given.

156. State who held said draft when it matured.

157. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

158. Did any other person than the holder have any interview in his behalf with you after said paper had been protested for non-pay-

ment? If so, state who did have such an interview with you, and at what time.

159. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any other person or persons, on his or their behalf, state fully and particularly all that was said both by the person or persons who called upon you and by yourself, at such interview or interviews.

160. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

161. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

162. Did you not decline to purchase said draft yourself?

163. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called upon you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

164. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

165. If you answer this last interrogatory affirmatively, now state what you said in reply to such inquiries.

145 166. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

167. Did you ever object to such sale to Phetteplace & Seagrave?

168. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statement; and as fully as you can, what such statements were, and when made.

169. Did you at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer.

170. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of September 1st, 1853, for $2,525 50, for six months, and which stands fifth on said paper. State expressly who was drawer, who acceptor, and who, if any one, endorser.

171. State to whom said paper was given.

172. State who held said draft when it matured.

173. After the said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

174. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

175. If, in answer to the above interrogatory, you say that you had such an interview, either with the holder or holders, or any person or persons, on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

176. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

177. Did you advise the person or persons with whom you
146 had such interviews, in relation to said piece of paper or draft. to see Phetteplace & Seagrave about the purchase of said draft?

178. Did you not decline to purchase said draft yourself?

179. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

180. Did not the person or persons who so called on you, in relation to said draft, ask you whether he or they should sell said paper to Phetteplace & Seagrave?

181. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

182. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

183. Did you ever object to such sale to Phetteplace & Seagrave?

184. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

185. Did you at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

186. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11, addressed to you in this suit, and there described as draft of September 3d, 1853, for $2,525 50, for six months, and which stands sixth on said paper. State explicitly who was drawer, who acceptors, and who, if any one, endorsers.

187. State to whom said paper was given.

188. State who held said draft when it matured.

189. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

190. Did any other person than the holder have any inter-
147 view in his behalf with you after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

191. If, in answer to the above interrogatories, you say that you had any such interview either with the holder or holders, or any

person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or such interviews.

192. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

193. Did you not advise the person or persons with whom you had such interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

194. Did you not decline to purchase said draft yourself?

195. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called upon you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

196. Did not the person or persons who so called on you, in relation to said draft, ask you whether he or they should sell such paper to Phetteplace & Seagrave?

197. If you answer the last question affirmatively, now state what you said in reply to such inquiries?

198. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

199. Did you ever object to said sale to Phetteplace & Seagrave?

200. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November. 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

201. Did you, at any time when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

148 202. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of October 22d, 1853, for $3,000, for four months, and which stands seventh on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser?

203. State to whom said paper was given.

204. State who held such draft when it matured.

205. After said draft had matured, and had been presented for non-payment, did the holder have any interview with you?

206. Did any other person than the holder have any interview in his behalf with you, after said paper had been presented for non-payment? If so, state who did have such an interview with you, and at what time.

207. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons in his or their behalf, state fully and particular y

all that was said, both by the person or persons who called upon you and by yourself, at such interview or such interviews.

208. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

209. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

210. Did you not decline to purchase said draft yourself?

211. If you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such an interview in relation thereto, to call on Phetteplace & Seagrave.

212. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

213. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

149 214. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

215. Did you ever object to such sale to Phetteplace & Seagrave?

216. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what such statements were, and when made.

217. Did you at any time when said draft was presented to you offer to pay the same, or to compromise the claims against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

218. Give the names of all the parties to the note mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as note of November 4th, 1853, for $2,372 92, for six months, and which stands eight on said paper. State who was maker, and who payee, and who, if any, endorser.

219. State to whom said paper was given.

220. State who held said note when it matured.

221. After said note had matured and had been protested for non-payment, did the holder have any interview with you?

222. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

223. If, in answer to the above interrogatory, you say that you had such an interview either with the holder or holders, or any other person or persons in their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

224. At such interview or interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

225. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or note, to see Phetteplace & Seagrave about the purchase of said note?

150 226. Did you not decline to purchase said note yourself?

227. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, and with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

228. Did not the person or persons who so called on you in relation to said note ask you whether he or they should sell said paper to Phetteplace & Seagrave?

229. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

230. Did you not, in effect, advise a sale of said note to Phetteplace & Seagrave?

231. Did you ever object to such sale to Phetteplace & Seagrave?

232. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

233. Did you at any time when said note was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

234. Give the names of all the parties to the note mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as note of November 4th, 1853, for $2,372 91, for six months, and which stands ninth on said paper. State explicitly who was maker, who payee, and who, if any one, endorser.

235. State to whom said paper was given.

236. State who held such note when it matured.

237. After said note had matured and had been protested for nonpayment, did the holder have any interview with you?

238. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for nonpayment? If so, state who did have such interview with you, and at what time.

239. If, in answer to the above interrogatory, you say that 151 you had any such interview, either with the holder or holders, or any person or persons in his or their behalf, state fully and particularly all that was said by the person or persons who called upon you, and by yourself, at such interview or such interviews.

240. At such interview or such interviews were any propositions made to you for the purchase of such paper by you? If so, state

fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

241. Did you not advise the person or persons with whom you had such interviews, in relation to said piece of paper or note, to see Phetteplace & Seagrave about the purchase of said note?

243. Did you not decline to purchase said note yourself?

243. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

244. Did not the person or persons who so called on you in relation to the said note ask you whether he or they should sell said paper to Phetteplace & Seagrave?

245. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

246. Did you not, in effect, advise a sale of said note to Phetteplace & Seagrave?

247. Did you ever object to such sale to Phetteplace & Seagrave?

248. Did you ever give any statement of your affairs to any holder of said piece of paper, or to his representatives who called upon you, or with whom you conversed prior to November, 1854? If so, state to whom you gave such statement, and as fully as you can, what such statements were, and when made.

249. Did you at any time when said note was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

250. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of November 7th,
152 1853, for $3,000, for six months, and which stands tenth on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser.

251. State to whom said paper was given.

252. State who held such draft when it matured.

253. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

254. Did any other person than the holder have any interview in his behalf with you after said paper had been protested for non-payment? If so, state who did have such interview with you, and at what time.

255. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

256. At such interview or interviews, were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

257. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or draft to see Phetteplace & Seagrave about the purchase of said draft?

258. Did you not decline to purchase said draft yourself?

259. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

260. Did not the person or persons who called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

261. If you answer the last interrogatory affimatively, now state what you said in reply to such inquiries.

262. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

263. Did you ever object to such sale to Phetteplace & Seagrave?

264. Did you ever give a statement of your affairs to any
153 holder of said paper, or to his representatives who called upon you, or with whom you conversed prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

265. Did you at any time when said draft was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

266. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of November 7th, 1853, for $3,000, for six months, and which stands eleventh on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser.

267. State to whom said paper was given.

268. State who held said draft when it matured.

269. After said draft had matured, and had been presented for non-payment, did the holder have any interview with you?

270. Did any other person than the holder have any interview in his behalf with you, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

271. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or such interviews.

272. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

273. Did you not advise the person or persons with whom you

had such interviews, in relation to said piece of paper or draft, to see Phetteplace and Seagrave about the purchase of said draft?

274. Did you not decline to purchase said draft yourself?

275. If you say you did decline to purchase said draft yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

276. Did not the person or persons who so called on
154 you, in relation to said draft, ask you whether he or they should sell said paper to Phetteplace & Seagrave?

277. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries?

278. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

279. Did you ever object to such sale to Phetteplace & Seagrave?

280. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

281. Did you, at any time, when said draft was presented to you offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

282. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of December 24th, 1853, for $3,000, for six months, and which stands twelfth on said piece of paper. State explicitly who was drawer, who acceptor, and who, if any one, indorser.

283. State to whom the paper was given.

284. State who held said draft when it matured.

285. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

286. Did any other person than the holder have any interview with you, in his behalf, after said note had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

287. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons, on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

288. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so,
155 state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

289. Did you not advise said person or persons with whom you had said interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

290. Did you not decline to purchase said draft yourself?

291. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

292. Did not the person or persons who so called upon you, in relation to said draft, ask you whether he or they should sell said paper to Phetteplace & Seagrave?

293. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

294. Did you not, in effect, advise the sale of said draft to Phetteplace & Seagrave?

295. Did you ever object to such sale to Phetteplace & Seagrave?

296. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such a statement, and, as fully as you can, what said statements were, and when made.

297. Did you, at any time when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

298. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of December 22d, 1853, for $2,800, for six months, and which stands 13th on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser.

299. State to whom said paper was given.

300. State who held said draft when it matured.

301. After said draft had matured and had been protested for non-payment, did the holder have any interview with you?

156 302. Did any other person than the holder have any interview in his behalf with you after said piece of paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

303. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons, on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

304. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state particularly what propositions were made, by whom, and what you yourself said in relation thereto.

305. Did you not advise the person or persons with whom you had said interviews in relation to said piece of paper or draft, to see Phetteplace and Seagrave about the purchase of said draft?

306. Did you not decline to purchase said draft yourself?

307. If you say you did decline to purchase said paper yourself,

say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to see Phetteplace & Seagrave.

308. Did not the person or persons who so called on you in relation to said draft, ask you if he or they should sell said paper to Phetteplace & Seagrave?

309. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

310. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

311. Did you ever object to such sale to Phetteplace & Seagrave?

312. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statement, and, as fully as you can, what such statements were, and when made.

313. Did you, at any time when said draft was presented to you, offer to pay the same, or to compromise the claim against you
157 thereon? If so, how much did you offer in settlement, and when did you make such offer?

314. Give the names of all parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of August 19th, 1853, for $2,525 50, for six months, and which stands fourteenth on said paper. State explicitly who *who* was drawer, who acceptor, and who, if any one, endorser.

315. State to whom said paper was given.

316. State who held said draft when it matured.

317. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

318. Did any other person than the holder have any interview with you, in his behalf, after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

319. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder or holders, or any person or persons, on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or interviews.

320. At such interview or interviews, were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

321. Did you not advise the person or persons with whom you had said interviews, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

322. Did you not decline to purchase said draft yourself?

323. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you,

or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave?

324. Did not the person or persons who so called on you in relation to said draft, ask you whether he or they should sell said paper to Phetteplace & Seagrave?

158 325. If you answer the last interrogatory affirmatively, now state what you said in reply to said inquiries.

326. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

327. Did you ever object to such sale to Phetteplace & Seagrave?

328. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed, prior to November, 1854? If so, state to whom you gave such statement, and, as fully as you can, what said statements were, and when made.

329. Did you, at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

330. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of August 25th, 1853, for $2,525 50. for six months, and which stands 15th on said paper. State explicitly who was drawer, who acceptor, and who, if any one, endorser.

331. State to whom said paper was given.

332. State who held said draft when it matured.

333. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

334. Did any other person than the holder have any interview in his behalf with you after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

335. If, in answer to the above interrogatories, you say that you had any such interview, either with the holder or any person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interviews.

336. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

159 337. Did you not advise the person or persons with whom you had said interview in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

338. Did you not decline to purchase said draft yourself?

339. If you say you did decline to purchase said draft yourself, say whether you didn't tell the person or persons who called on you, or with whom you had such interview in relation thereto, to call on Phetteplace & Seagrave.

340. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplace & Seagrave?

341. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries?

342. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

343. Did you ever object to such sale to Phetteplace & Seagrave?

344. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you, or with whom you conversed prior to November, 1854? If so, state to whom you gave such statements, and, as fully as you can, what such statements were, and where made.

345. Did you, at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you therein? If so, how much did you offer in settlement, and when did you make such offer?

346. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of November 25, 1853, for $5,000, for six months, and which stands sixteenth on said paper? State explicitly who was drawer, who acceptor, and who, if any one, endorser.

347. State to whom said paper was given.

348. State who held said draft when it matured.

349. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

350. Did any other person than the holder have any interview with you in his behalf after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

351. If, in answer to the above interrogatory, you say that you had any such interview, either with the holder, or holders, or any person or persons on his or their behalf, state fully and particularly all that was said both by the person or persons who called upon you and by yourself, at such interview, or interviews.

352. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

353. Did you not advise the person or persons with whom you had said interview, in relation to said piece of paper or draft, to see Phetteplace & Seagrave about the purchase of said draft?

354. Did you not decline to purchase said draft yourself?

355. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interview in relation thereto, to call on Phetteplace & Seagrave.

356. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell said paper to Phetteplaee & Seagrave?

357. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

358. Did you not, in effect, advise a sale of said draft to Phitteplace & Seagrave?

359. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives, who called upon you or with whom you conversed prior to November, 1854? If so, state to whom you made such statements, and, as fully as you can, what said statements were, and where made.

360. Did you, at any time, when said draft was presented to you, offer to pay the same, or to compromise the claim against you therein? If so, how much did you offer in settlement, and when did you make such offer?

361. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of December 27th, 1853, for
161 $2,500, for six months, and which stands seventeenth on said paper. State explicitly who was the drawer, who acceptor, and who, if any one, endorser.

362. State to whom said paper was given.

363. State who held said draft when it matured.

364. After said draft had matured, and had been protested for non-payment, did the holder have any interview with you?

365. Did any other person than the holder have any interview in his behalf with you after said paper had been protested for non-payment? If so, state who did have such an interview with you, and at what time.

366. If, in answer to the above interrogatories, you say that you had such an interview, either with the holder or holders, or any person or persons on his or their behalf, state fully and particularly all that was said, both by the person or persons who called upon you and by yourself, at such interview or such interviews.

367. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

368. Did you not advise the person or persons with whom you had said interview in relation to said piece of paper or draft to see Phetteplace & Seagrave about the purchase of said draft?

369. Did you not decline to purchase said draft yourself?

370. If you say you did decline to purchase said paper yourself, say whether you did not tell the person or persons who called on you, or with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

371. Did not the person or persons who so called on you in relation to said draft ask you whether he or they should sell such paper to Phetteplace & Seagrave?

372. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

373. Did you not, in effect, advise a sale of said draft to Phetteplace & Seagrave?

374. Did you ever object to such a sale to Phetteplace & Seagrave?

162 375. Did you ever give a statement of your affairs to any holder of said piece of paper, or to his representatives who called upon you, or with whom you conversed prior to November, 1854? If so, state to whom you gave such statements, and, as fully as you can, what such statements were, and when made.

376. Did you ever, at any time when said draft was presented to you, offer to pay the same, or to compromise the claim against you therein? If so, how much did you offer in settlement, and when did you make such offer?

377. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of December 24th, 1853, for $3,000, for six months; also, of draft therein described as draft of December 22d, 1853, for $2,800, for six months.

378. Was not the first of said drafts your own draft on Isaac Merritt & Co., endorsed by Samuel Harris?

379. Was not the second of these drafts your own draft on Isaac Merritt & Co., endorsed by Samuel Harris?

380. State to whom said drafts were given.

381. State who held said drafts at maturity.

382. Did not the Producers' Bank, of Woonsocket, hold both said drafts at maturity?

383. After said drafts had matured, and been protested for non-payment, did any person or persons on behalf of said Producers' Bank, of Woonsocket, have any interview with you? If so, state fully and particularly all that was said, both by the person or persons who so called upon you and by yourself, at such interview or such interviews.

384. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

385. Did you not advise the person or persons who so called upon you, or with whom you had such interview or interviews in relation to said drafts, to see Phetteplace & Seagrave about the purchase of said drafts?

386. Did you not decline to purchase said drafts yourself?

387. If you did decline to purchase said drafts yourself, say whether you did not tell the person or persons who called on you,
163 or with whom you had such interview or interviews in relation thereto, to call on Phetteplace & Seagrave.

388. Did not the person or persons who so called on you, or with whom you had such interview or interviews in relation to said drafts, ask you whether he or they should sell said paper for said bank to Phetteplace & Seagrave?

389. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

390. Did you not, in fact, advise a sale of said drafts to Phetteplace & Seagrave?

391. Did you ever object to such sale to Phetteplace & Seagrave?

392. Did you ever give a statement of your affairs to any person who called upon you in relation to said drafts, or with whom you conversed in relation thereto, prior to November, 1854? If so, state to whom you made such statements, and, as fully as you can, what such statements were, and when made.

393. Did you, at any time when said drafts were presented to you, offer to pay the same, or to compromise the claims against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

394. Give the names of all the parties mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as note of November 4th, 1853, for $\$2,372\frac{12}{100}$, for six months; also, a note therein described as of the same date, and for six months, for $\$2,372\frac{91}{100}$.

395. Were they not both your own notes, endorsed by Samuel Harris?

396. State to whom said notes were given.

397. State who held said notes at maturity.

398. Did not the Smithfield Union Bank, of Smithfield, hold such notes at maturity?

399. After said notes had matured, and had been protested for nonpayment, did any person or persons in behalf of said Smithfield Union Bank, of Smithfield, call upon or have any interview with you? If so, state fully and particularly all that was said, both by the person or persons who so called upon you and by yourself, at such interview or such interviews.

400. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

164 401. Did you not advise the person or persons who so called upon you, or with whom you had such interview or interviews in relation to said notes, to see Phetteplace & Seagrave about the purchase of said notes?

402. Did you not decline to purchase said notes yourself?

403. If you say you did decline to purchase said notes yourself, say whether you did not tell the person or persons who so called on you, and with whom you had such interviews in relation thereto, to call on Phetteplace & Seagrave.

404. Did not the person or persons who so called on you, or with whom you had such interview or interviews in relation to said notes, ask you whether he or they should sell said paper for said bank to Phetteplace & Seagrave?

405. If you answer the last interrogatory affirmatively, now state what you said in reply to said inquiries.

406. Did you not, in effect, advise a sale of said notes to Phetteplace & Seagrave?

407. Did you ever give a statement of your affairs to any person or persons who called upon you in relation to said notes, or with whom you conversed in relation thereto prior to November, 1854? If so, state to whom you made such statements, and, as fully as you can, what said statements were, and to whom made.

408. Did you, at any time when said notes were presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

409. Give the names of all the parties to the draft mentioned in the paper appended to direct interrogatory 11th, addressed to you in this suit, and there described as draft of August 19th, 1853, for $2,525 50, for six months; also, for a draft therein described as draft of August 25th, 1853, for $2,550 50, for six months; also, of a draft therein described as draft of November 25th, 1853, for $5,000, for six months; also, of a draft therein described as draft of December 27th, 1853, for $2,500, for six months.

410. Were not all said drafts referred to in the above and last preceding interrogatories your own drafts on Isaac Merritt & Co., endorsed by Samuel Harris?

411. State to whom said drafts were given.

412. State who held said drafts at maturity.

413. Did not the Cumberland Bank of Commerce hold said drafts at maturity?

165 414. After said drafts had matured, and had been protested for non-payment, did any person or persons, on behalf of said Cumberland Bank of Cumberland, have any interview with you? If so, state fully and particularly all that was said, both by the person or persons who so called upon you, and by yourself, at such interview or such interviews.

415. At such interview or such interviews were any propositions made to you for the purchase of said paper by you? If so, state fully and particularly what propositions were made; by whom, and what you yourself said in relation thereto.

416. Did you not advise the person or persons who so called upon you, or with whom you had such interview or interviews in relation to said draft, to see Phetteplace & Seagrave in relation to the purchase of said drafts?

417. Did you not decline to purchase said drafts yourself?

418. If you say you did decline to purchase said drafts yourself, say whether you did not tell the person or persons who so called on you, or with whom you had said interviews in relation thereto, to call on Phetteplace & Seagrave.

419. Did not the person or persons who so called on you, and with whom you had such interview or interviews in relation to said drafts, ask you whether he or they should sell said paper for said bank to Phetteplace & Seagrave?

420. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries?

421. Did you not, in effect, advise a sale of said drafts to Phetteplace & Seagrave?

422. Did you ever object to such sale to Phetteplace & Seagrave?

423. Did you ever give a statement of your affairs to any person or persons who called upon you in relation to said drafts, or with whom you conversed in relation thereto, prior to November, 1854? If so, state to whom you gave such statements; and as fully as you can, what said statements were, and when made.

424. Did you, at any time when said drafts were presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

425. Give the names of all the parties to the draft mentioned
166 in the paper appended to direct interrogatory 11th, addressed to you in this suit; one there described as draft of September 3d, 1853, for $2,525 50 for six months; also, of the drafts therein severally described as of September 1st, 1853, for $2,525 50, for six months; also, of a draft therein described as of August 4th, 1853, for $2,525 50 for six months; also, of a draft therein described as of August 15th, 1853, for $2,525 50 for six months; also, of a draft therein described as of August 19th, 1853, for $2,550 50 for six months; also, of two drafts therein severally described as of November 7th, 1853, for $3,000 for six months.

426. Were not all said drafts referred to in the last preceding interrogatory, your own drafts on Isaac Merritt & Co., endorsed by Samuel Harris?

427. State to whom said drafts were given.

428. State who held said drafts at maturity.

429. Did not J. T. Seagrave hold such drafts at maturity?

430. After said drafts had matured and had been protested for non-payment, did any person or persons on behalf of said J. T. Seagrave, or said Seagrave himself, or any other holder of the paper or any of it, or any one on his or their behalf, have any interview or interviews with you? If so, state fully and particularly all that was said both by the person or persons who so called upon you or met with you, and by yourself, at such interview or such interviews.

431. At such interview or such interviews were any propositions made to you for the purchase of any or all of said paper by you? If so, state fully and particularly what propositions were made, by whom, and what you yourself said in relation thereto.

432. Did you not advise the person or persons who so called upon you, or with whom you had such interview or interviews in relation to said drafts, to see Phetteplace & Seagrave about the purchase of said drafts?

433. Did you not decline to purchase said draft yourself?

434. If you say you did decline to purchase said drafts yourself, say whether you did not tell the person or persons who so called on

you, or with whom you had such interview or interviews in relation thereto, to call on Phetteplace & Seagrave?

435. Did not the person or persons who so called on you or
167 with whom you had such interview or interviews in relation to said drafts, ask you whether he or they should sell said drafts to Phetteplace & Seagrave?

436. If you answer the last interrogatory affirmatively, now state what you said in reply to said inquiries?

437. Did you not in effect, advise a sale of said drafts to Phetteplace & Seagrave?

438. Did you ever object to such sale to Phetteplace & Seagrave?

439. Did you ever give a statement of your affairs to any person who called upon you in relation to said drafts, or with whom you conversed in relation thereto, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what such statements were, and when made.

440. Did you at any time, when said drafts were presented to you, offer to pay the same, or to compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

441. Give the names of all the parties to the drafts mentioned in the paper appended to direct interrogatory 11th, addressed to you, in this suit, and there described as draft of October, 22d, 1853, for $3,000 for six months.

442. Was not said draft your own draft on Isaac Merritt & Co. endorsed by Samuel Harris?

443. State to whom said draft was given.

444. State who held said draft at maturity.

445. Did not J. D. Burgess hold said draft at maturity?

446. After said draft had matured, and had been protested for non-payment, did any person or persons in behalf of said J. D. Burgess, or said J. D. Burgess himself, or any other holder of said paper, or any other person or persons for him or them, have any interview with you? If so, state fully and particularly all that was said, both by the person or persons who so called upon you, or conversed with you, or by yourself, at such interview or such interviews.

447. At such interview or such interviews, were any propositions made to you for the purchase of said draft by you? If so, state fully and particularly what propositions were made; by whom, and what you yourself said in relation thereto.

448. Did you not advise the person or persons who so called
168 upon you, or with whom you had such interview or interviews in relation to said draft, to see Phetteplace & Seagrave, about the purchase of said draft?

449. Did you not decline to purchase said draft yourself?

450. If you say you did decline to purchase said draft yourself, say whether you did not tell the person or persons who called on you, or with whom you conversed in relation thereto, to call on Phetteplace & Seagrave?

451. Did not the person or persons who called on you, or with

whom you had such interview or interviews in relation to said draft, ask you whether he or they should sell said draft to Phetteplace & Seagraves?

452. If you answer the last interrogatory affirmatively, now state what you said in reply to such inquiries.

453. Did you ever, in effect, advise a sale of said draft to Phetteplace & Seagrave?

454. Did you ever object to such sale to Phetteplace & Seagrave?

455. Did you ever give a statement of your affairs to any persons who called upon you in relation to said draft, or with whom you conversed in relation thereto, prior to November, 1854? If so, state to whom you gave such statements, and as fully as you can, what said statements were, and when made.

456. Did you at any time when said draft was presented to you offer to pay the same or compromise the claim against you thereon? If so, how much did you offer in settlement, and when did you make such offer?

457. Did you not, from time to time, after Merritt & Co. and Samuel Harris stopped payment, put money and other property of yours into the hands of Phetteplace & Seagrave?

458. Did you not so put money and other property into their hands without receiving adequate consideration?

459. Did you not so put money and other property into their hands without receiving any consideration whatever?

460. Did not Phetteplace & Seagrave, before they purchased any of the notes and drafts described in the paper annexed to your direct interrogatory 11th, and which in their answer to this suit they admit to have purchased, have in their possession a large amount of property which you had placed in their hands?

169 461. Had you not so placed property in their hands without consideration?

462. Did you, at any time, while your property was in the hands of Phetteplace & Seagrave, and they were purchasing your notes and drafts, ever make any demand on them for any of it?

463. Did you not allow said property to remain in their hands while they were purchasing said notes and drafts, with your knowledge?

464. Have you ever received any money or property of any kind, from Phetteplace & Seagrave, since November 15th, 1854? If so, state fully, particularly and specifically, what you have received.

465. Have you not received from Phetteplace & Seagrave all, or a portion, of the drafts and notes referred to in the paper appended to direct interrogatory 11th, addressed to you in this suit?

466. How many and which of said notes have you so received? State fully and particularly.

467. Have not Phetteplace & Seagrave delivered to you all, or a portion, of said drafts and notes referred to in the paper appended to direct interrogatory 11th, addressed to you in this suit?

468. How many and which of said notes and drafts have they so delivered to you? State fully and particularly.

469. State fully and particularly what they have already received from you, and what it is agreed they should hereafter receive, in exchange for said paper so delivered to you.

470. Have you not delivered over to your assignee, Walter W. Updike, all or a portion of the notes and drafts referred to in the paper appended to direct interrogatory 11th, and addressed to you in this suit?

471. State fully and particulary, which of said drafts and notes you have so delivered to your said assignee.

472. Have you not delivered over to your said assignee all the notes and drafts referred to in said paper appended to direct interrogatory 11th, addressed to you in this suit, which have been purchased of the holders by Phetteplace & Seagrave, and by them delivered to you?

473. If you answer the last question affirmatively, state how many and which of said notes and drafts so purchased of
170 Phetteplace & Seagrave you have so delivered? Describe them fully and particularly.

474. Did you not, during the time between the failure of Merritt & Co. and Samuel Harris, viz: on or about the 4th of February, A. D. 1854, and the time of your own assignment, employ Walter W. Updike as your counsel and legal adviser? Had you not so employed him for sometime before said 4th of February, A. D. 1854? And did you not so employ him, down to the time of your assignment?

475. Was not your mortgage to Phetteplace & Seagrave, dated in November, 1854, made with the knowledge of Walter W. Updike?

476. Was not said mortgage executed under the advice of said Updike?

477. Was not said mortgage executed in the office of W. & C. Updike? Did not C. A. Updike, the partner of W. W. Updike, take your acknowledgment to it?

478. Was not said W. W. Updike, your counsel in the suit in equity, brought by you against the Railroad Bank, of Woonsocket? Did he not advise the bringing of said suit? Was he not cognizant of all the steps taken in said suit, and elsewhere by you, relative to said shares in said Railroad Bank? Were they not all taken in accordance with his advice?

479. Were not all the transfers of stocks and shares, promissory notes, mortgages, and other property, after said time of the failure of Merritt & Co. and Samuel Harris, made with the knowledge of said Updike? If not all, state which were not so made.

480. Did you ever make any compromise or settlement with any of your creditors, and direct Phetteplace & Seagrave to pay them anything, out of what they had in their own hands, on account of such compromise or settlement? If so, state with whom you have ever made such compromise, and what you have so directed Phetteplace & Seagrave to pay out.

481. Have you made use of any notes, or minutes, or writing, of any discription, in answering the foregoing interrogatories, either

the direct or the indirect? If so, state fully and particularly what you have made use of.

482. Have you consulted any written or printed paper or papers, any books, memoranda, or anything whatever, while answering the foregoing interrogatories, either the direct or the indirect?

171 If so, state fully and particularly what you have consulted.

483. If you answer either or both of the last two interrogatories affirmatively, annex everything so used or consulted by you, or copies thereof, certified as such by the commissioner, to this your disposition.

484. If you have used books or memoranda referring to or containing extracts from books which you do not have with you, or which are too bulky to annex, state fully and particularly what they are, where kept, and from whom you received them.

485. State fully and particularly who prepared all the memoranda, printed or written papers, or whatever you have used or consulted while answering the foregoing interrogatories, as well the direct as the indirect. If you prepared them yourself, state who was present with you, who assisted you, and who, at any time, either then or before, gave you any advice or instructions how to prepare them.

486. Did you not, after your failure, state to Samuel Harris that you had about $50,000 worth of property left, and that you should place it so that you could keep it safe; and that not one cent of it should be used to pay the wool paper on which yourself, Merritt and Harris were liable; or words to that effect?

487. After Isaac Merritt & Co. failed, did you not inform Samuel Harris that you would lie in jail sooner than that one cent of your property should be used to pay the paper of Merritt, Harris, and yourself, or words to that effect?

T. A. JENCKES,
Complainant's Solicitor.

Defendants object to each and all the above cross-interrogatories as leading and otherwise.

W. H. POTTER,
Defendants' Solicitor.

172 *Deposition of Edward Seagrave.*

UNITED STATES OF AMERICA.

SOUTHERN DISTRICT OF NEW YORK,
City, County, and State of New York, ss:

Be it remembered that on the second day of November, in the year of our Lord one thousand eight hundred and fifty-nine, I, Joseph Bridgham, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil

causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Edward Seagrave, to testify and the truth to say, on the part and behalf of the defendants in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States for the district of Rhode Island, in the district aforesaid, wherein

PARKER, CHAPMAN & Co. are complainants
against
PHETTEPLACE & SEAGRAVE *et als.*, defendants.

And the said Edward Seagrave being about the age of fifty-two years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Edward Seagrave, and he did thereupon depose, testify and say, in answer to the interrogatories and cross-interrogatories hereunto annexed, as follows, to wit :

1. To the first interrogatory, he hath : I am fifty-two years of age. I reside in Brooklyn, King's county, New York. I am a wool
173 broker.

2. To the 2d interrogatory he saith: I knew the firm of Isaac Merritt & Co., in 1853 and 1854, but was not a member of the firm. I also knew Samuel Harris, and had business connexion with said firm and with said Harris about that time. We had dealings together in buying and selling wool, and purchasing of wool in 1853, amounting to about seven hundred and fifty thousand dollars. In July, 1853, I agreed to give $33,500 to let me off from said transaction, they agreeing to hold me harmless. I paid all said $33,500 as per agreement ; but they did not pay the paper on which I was liable as they agreed to do.

3. To the 3d interogatory he saith: I did loan said firm and said Harris the use of my name. The total amount I cannot state; but when they stopped payment, I was on about $176,000 of their paper.

4. To the 4th interrogatory he saith: They stopped payment about the 4th of February, 1854.

5. To the 5th interrogatory he saith: To about the sum of $176,000.

6. To the 6th interrogatory he saith: They did not pay any of said paper.

7. To the 7th interrogatory he saith: I stopped payment on the paper on which I was liable, and which grew out of this wool transaction ; I stopped on this class of paper about 4th Feb., 1854.

I continued to pay my own paper, or that growing out of my own liabilities.

8. To the 8th interrogatory he saith: I was acquainted with both the firms mentioned in this interrogatory, and at the time therein named.

9. To the 9th interrogatory he saith: I am the brother of George A. Seagrave, one of the late firm of Phetteplace & Seagrave.

10. To the 10th interrogatory he saith: They did obtain judgment against me for about that sum, but the date of said judgment I cannot state; it was, I think, about 1854 or 1855.

11. To the 11th interrogatory he saith: I have looked at the paper annexed to this commission, and referred to in this interrogatory. Phetteplace & Seagrave owned all the paper therein named. I first knew that they owned about the 13th of November, 1854.

12. To the 12th interrogatory he saith: I never had any agree-
174 ment or understanding at any time, expressed, implied, directly or indirectly, with them, or either of them, in relation to their purchasing that or any other paper on which I was liable in any manner or form whatever. If they bought it, they bought it by no suggestion from, or understanding with me, and entirely of themselves, and at their own risk.

13. To the 13th interrogatory he saith: I never authorized said Phetteplace & Seagrave, or either of them, nor had any understanding with them, or either of them, to purchase said paper at any rate of percentage

14. To the 14th interrogatary he saith: I never have made or entered into any like agreement or understanding, nor anything of the kind. I never agreed with said Phetteplace & Seagrave, or either of them, nor gave them to understand in any manner, that if they did or would buy any paper on which I was liable, at any rate percentage, that I would pay or secure it to them in full or in part; nothing of the kind to that effect directly or indirectly.

15. To the 15th interrogatory he saith: I never had any such agreement or understanding whatever.

16. To the 16th interrogatory he saith: I have no knowledge of saying or doing anything to induce said Phetteplace & Seagrave to buy said paper. I know that I never said or did anything with the intention or design to induce them to expect that I would pay or secure it, in case they did buy it.

17. To the 17th interogatory he saith: They stated to me that they had bought it; stating what it was they had bought, and wanted me to pay or secure them.

18. To the 18th interrogatory he saith: After I found that they had got the paper, I did agree to pay or secure its payment. I had paid all of my debts, except a few small ones growing out of my own proper business; and this class of debts was about all I owed. I could not pay all, and it became a mere question as to which of my creditors should have my property; for I was just as much bound to pay this claim of theirs as the claim or judgment Parker, Chapman & Co. had against me. I believed then and now do believe that Parker, Chapman & Co. had

no interest whatever in the claim and that it belonged to Hill,
175 Carpenter & Co., and I had paid them (Hill, Carpenter & Co.) all but this. If I had paid Parker, Chapman & Co. and left Phetteplace & Seagrave unpaid, they would have had just as good grounds to charge me with fraud as Parker, Chapman & Co. have now.

19. To the 19th interrogatory he saith: I did deliver property to them for that purpose, a list of which I now produce, and annex to this my deposition, marked "Exhibit A."

20. To the 20th interrogatory he saith: Said property was delivered to them sometime from the 13th to 17th November, 1854.

21. To the 21st interrogatory he saith: We did put a valuation on said property as near as we could get at it. One part of it, the W. & D. D. Farnum notes we put down at $2,129 85; but the actual value was to be adjusted between us afterwards. We had not the means of getting at the just value of them. The value of all the rest was concluded on at the time I delivered it to them.

22. To the 22d interrogatory he saith: I did make such a mortgage and note upon making up the value of said property referred to and as above specified; and the amount due on the paper they had, and on which I was liable, being short of my indebtedness to them $5,258 73, I made this note and mortgage to secure said balance of $5,258 73.

23. To the 23d interrogatory he saith: They delivered said paper up to me.

24. To the 24th interrogatory he saith: There was nothing of the kind, as I have already stated.

25. To the 25th interrogatory he saith: My intention and design was merely to pay a debt which I was legally and morally bound to pay; preferring to secure them rather than others who had no better claim; and honestly believing that I had a perfect legal and moral right in Rhode Island to prefer any honest debt.

26. To the 26th interrogatory he saith: I had no such intention or design. I was entirely honest in so doing; and believing then and now that I had a perfect right to do so.

27. To the 27th interrogatory he saith: I had no such intention or design.

176 To the 28th interrogatory he saith: There was not, at any time, any such knowledge, belief, contrivance, collusion, or understanding with them or either of them, in any manner or form whatever; the property became theirs absolutely; and there was no understanding, expressed or implied, that I, or any of my family, should at any time, or in any manner, derive any benefit or advantage therefrom.

29. To the 29th interrogatory he saith: Neither I nor any of my family have ever received, either directly or indirectly, one cent's worth of benefit or advantage of or from any of such property so delivered to said Phetteplace & Seagrave. I have not any right to any, and do not expect any. I have sometimes hoped that my brother Jacob T. Seagrave, my son, and other brothers and friends, would

help me in some way to get me released from my debts, so that I could go on again; but I have almost abandoned even this hope now. I do not mean that I have any right or claim to their aid, except what my relation to them might give me.

30. To the 30th interrogatory he saith: I transferred it to my assignee; all except two pieces of paper, both dated November 4th, 1854, signed by me, payable to Samuel Harris; one for $2,372 91, and the other for $2,372 92.

31. To the 31st interrogatory he saith: I have not.

32. To the 32d interrogatory he saith: I made an assignment because circumstances compelled me to; and I felt obliged to.

33. To the 33d interrogatory he saith: I did not make said assignment with any contrivance or design to defraud the plaintiffs to this suit; nor did I prefer said Phetteplace & Seagrave with any such design. I thought I had a perfect right to make said assignment, and I made it honestly.

34. To the 34th interrogatory he saith: It was not made for any such purpose, or with any such design or contrivance.

35. To the 35th interrogatory he saith: The Farnum notes were left open as I have stated; and because, as I have already stated, we had not the means at the time of getting at the true value of them.

177 36. To the 36th interrogatory he saith: There were two pieces of such paper; one for $2,372 91, and the other for $2,372 92, which I have already mentioned.

37. To the 37th interrogatory he saith: Soon after Isaac Merritt & Co. and Samuel Harris stopped payment, in February, 1854, Joseph Carpenter, one of the firm of Hill, Carpenter & Co., came to me to get me to secure their paper. He then stated that they (his firm) held about $52,500 of my paper and drafts, accepted by Isaac Merritt & Co., endorsed by Samuel Harris; the same paper upon which said judgment was had, as he gave me to understand, and as I then and now believe. He offered to help me in starting again in business, and in my trouble, if I would secure them. I had a further conversation with said Joseph Carpenter, sometime in July or August, 1854, at Providence. We went into the depot and sat down in a car to have our talk. He then again wanted to know what I would do about securing his firm, and urged me to do it. At these times said Carpenter gave me to understand that his, the firm of Hill, Carpenter & Co. owned this paper; and I well understood otherwise that they owned it.

38. To the 38th interrogatory he saith: I do not know, but think that they had business transactions together.

39. To the 39th interrogatory he saith: They never did to my recollection. The sheriff called on me in February or March, 1856.

40. To the 40th interrogatory he saith: I had no such knowledge prior to the service of said writ. I recollect a short time, I think a night or two after Isaac Merritt & Co. and Samuel Harris stopped payment, coming on from Providence, S. B. Tobey, jr., then one of the firm of Parker, Chapman & Co., told me that Isaac Merritt &

Co. and Samuel Harris had paid his firm in full; and since the commencement of this suit, Vincent Chapman, another member of the firm of Parker, Chapman & Co. at that time, told me here, in New York, that he did not know anything about the commencement of this suit until he or his firm received a letter from Hill, Carpenter & Co., telling them that they had commenced this suit in the name of Parker, Chapman & Co., or words to that effect.

178 41. To the 41st interrogatory he saith: I do not know that Hill, Carpenter & Co. ever did transfer said paper.

42. To the 42d interrogatory he saith: As I have already stated in answer to the 37th interrogatory, Joseph Carpenter, of Hill Carpenter & Co., called on me in relation to paying or securing paper they held on which I was liable. This was in Providence. He offered to help me to go into business again if I would secure his firm. He wanted to know what I would do to secure his firm, and urged me to do so. I have given the particulars of these conversations, and answered this interrogatory fully in answer to the 37th interrogatory.

43. To the 43d interrogatory he saith: They claimed to own about $52,500 of my drafts, accepted by Isaac Merritt & Co., and endorsed by Samuel Harris.

44. To the 44th interrogatory he saith: I know of no other matter, cause, or thing, which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this examination, or the matter in question in the cause.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by the witness sub, scribed and sworn to, this 2d day of November, 1859. Before me-

JOSEPH BRIDGHAM,
U. S. commissioner.

The further examinatin is adjourned to November 3d, 1859, at 3 o'clock, p. m.

JOSEPH BRIDGHAM,
U. S. commissioner.

THURSDAY, *November 3d*, 1859.

On the 3d day of November, 1859, the witness, Edward Seagrave, appeared pursuant to adjournment, and his examination being continued, he did depose, testify, and say in answer to the cross-interrogatories hereunto annexed, as follows, to wit:

1. To the 1st cross-interrogatory he saith: The first protest I received was dated February 4th, 1854. This was paper on

179 which I loaned my name and received no value. I did not stop on debts that I had received value for, until the 4th of January, 1855, at the time I made my assignment.

2. To the 2d cross-interrogatory he saith: The first piece of paper which I permitted to lie over was my draft for $2,525 50, on Isaac Merritt & Co. payable to and endorsed by Samuel Harris, and fall-

ing due February 4th, 1854. It was payable at the Union Bank, New York. I annex to this my deposition, a memoranda marked "Exhibit B," which contains all my drafts on Isaac Merritt & Co. payable to the order of Samuel Harris at the Union Bank, New York, for which I never received any value; and also, the date of each protest, and the amounts of said several drafts. These were all protested by the Union Bank, New York. The draft for $2.525 50 due February 4th, 1854, above referred to, is the first draft in said memorandum, marked "Exhibit B."

3. To the 3d cross-interrogatory he saith: As near as I can recollect, I made a mortgage on real estate owned by me at that time, in Providence, R. I., in March, 1854, to Josiah Seagrave, jr. I cannot describe the property particularly. It consisted of a house and some lots, two of which were on George street; and one was a lot of three acres, over by Whiting Metcalf's estate. The records will show more fully.

4. To the 4th cross-interrogatory he saith: I made said mortgage to secure Josiah Seagrave, jr.; to secure $8,000 due him by me. I had his notes for that amount, and he took mine, and I secured him by this mortgage.

5. To the 5th cross-interrogatory he saith: I did, it was on real estate in Providence. I have answered this more fully in answer to my 3d cross-interrogatory.

6. To the 6th cross-interrogatory he saith: I did execute a mortgage in March 1854, to Josiah Seagrave, jr., and I think the property named in this interrogatory was the property so mortgaged.

7. To the 7th cross-interrogatory he saith: It was to secure the payment of a note fer $8,000 and renewals.

8. To the 8th cross-interrogatory he saith: It was.

180 9. To the 9th cross-interrogatory he saith: It was $8,000, and consisted of Josiah Seagrave, jr.'s notes for that amount.

10. To the 10th cross-interrogatory he saith: It was neither more nor less.

11. To the 11th cross-interrogatory he saith: There was, as I have already stated, Josiah Seagrave, jr.'s notes for $8,000.

12. To the 12th cross-interrogatory he saith: I wanted Josiah Seagrave, jr.'s notes for $8,000 to raise money on in case I should require it, and he was not willing to give them to me, unless I gave him mine in return, secured by mortgage.

13. To the 13th cross-interrogatory he saith: Said mortgage was not made for any such purpose.

14. To the 14th cross-interrogatory he saith: No, it was to secure the note I gave Josiah Seagrave, jr., for $8,000

15. To the 15th cross-interrogatory he saith: In so far as Josiah Seagrave's security was concerned, I of course intended that said property should not be attached. My direct object was to secure Josiah Seagrave, jr., for the note.

16. To the 16th cross-interrogatory he saith: I think it was cancelled, but am not sure, and cannot tell when.

17. To the 17th cross-interrogatory he saith: I do not recollect.

18. To the 18th cross-interrogatory he saith : If cancelled, it was for the reason that my note for the $8,000 was cancelled. I got notes amounting to $8,000 from Josiah Seagrave, jr., for the purpose of using them, if required; but being able to get along without using them, I gave them back again and the mortgage was cancelled; and Josiah Seagrave, jr., delivered up my note for the $8,000.

19. To the 19th cross-interrogatory he saith : I merely gave him back his notes for $8,000. I think this was in November, 1854.

20. To the 20th cross-interrogatory he saith : I did not pay said Seagrave anything on account of said note for $8,000, between the time of the execution of said mortgage and the time it was cancelled.

181 21. To the 21st cross-interrogatory he saith : I did not.

22. To the 22d cross-interrogatory he saith : As I have stated, I did not, at the time Merritt & Co. and Samuel Harris stopped payment, hold as my own property any note, made by W. & D. D. Farnum. Some time after Isaac Merritt & Co. and Samuel Harris had stopped payment, I received W. & D. D. Farnum's notes for $7,100, and I kept them in my own possession until I disposed of them in November, 1854, when I let Phetteplace & Seagrave have them in settlement with them. Said Phetteplace & Seagrave receiving them at the time, at the valuation of $2,129 25 ; said valuation to be adjusted by us subsequently. I have noted said notes at the valuation of $2,129 25 in the list hereunto annexed and referred to, marked "Exhibit A."

23. To the 23d cross-interrogatory he saith : I transferred the notes I have spoken of in November, 1854. I have answered this cross-interrogatory fully in my answer to the 22d cross-interrogatory.

24. To the 24th cross-interrogatory he saith : I did transfer to them the notes I have spoken of, I have already answered this cross-interrogatory in my answer to the 22d cross-interrogatory. The transfers of said notes were all made at the same time, which was from the 13th to the 15th of November, 1854.

25. To the 25th cross-interrogatory he saith : I transferred said notes to Phetteplace & Seagrave, towards account of claims they held against me. I received from them in return my drafts and notes.

26. To the 26th cross-interrogatory he saith : For aught I know they hold them now.

27. To the 27th cross-interrogatory he saith : I did not.

28. To the 28th cross-interrogatory he saith : No, it was not.

29. To the 29th cross-interrogatory he saith : No, I had no such object.

30. To the 30th cross-interrogatory he saith : I did not hold such notes as are inquired of in this cross-interrogatory.

31. To the 31st cross-interrogatory he saith : I did not hold any such notes as are inquired of in this cross-interrogatory 30. On the 4th of February, 1854, I held three notes signed by Seagrave

182 & Steere, all dated April 1st, 1852, one for $6,000, payable

three years after date; one for $6,000, payable four years after date; one for $5,000, payable five years after date. I used about $3,800 of the $6,000, note payable in three years from April 1st, 1852, to pay Danford Upham, the heirs of Ruth Fowler, and other debts. The balance of the last-mentioned note I paid to Phetteplace & Seagrave, in November, 1854, in part payment of claims they held against me. I also, at the same time, passed to Phetteplace & Seagrave the two other said notes, one for $6,000 and the other for $5,000. These notes were passed to Phetteplace & Seagrave in settlement of claims they held against me.

32. To the 32d cross-interrogatory he saith: I did transfer the three notes I have spoken of. I have already answered this cross-interrogatory fully in my answer to the 31st cross-interrogatory.

33. To the 33d cross-interrogatory he saith: I transferred the three notes I have spoken of. I have already answered this cross-interrogatory in my answer to the 31st cross-interrogatory. The transfer of the said notes were all made at the same time. This was in November, 1854.

34. To the 34th cross-interrogatory he saith: I received pay in claims which they held against me, and which were given up to me.

35. To the 35th cross-interrogatory he saith: For aught I know, they hold them now.

36. To the 36th cross-interrogatory he saith: No, I did not.

37. To the 37th cross-interrogatory he saith: No, it was not.

38. To the 38th cross-interrogatory he saith: No, I had no such object.

39. To the 39th cross-interrogatory he saith: I did.

40. To the 40th cross-interrogatory he saith: I think the several amounts, dates, and time of payment of said notes, were as stated in this cross-interrogatory, and were all of them secured by mortgage.

41. To the 41st cross-interrogatory he saith: I transferred all of such notes to Phetteplace & Seagrave in November, 1854, in part payment of claims they held against me.

183 42. To the 42d cross-interrogatory he saith: I did transfer them all to Phetterplace & Seagrave.

43. To the 43d cross-interrogatory he saith: I did.

44. To the 44th cross-interrogatory he saith: They were all transferred at the same time, somewhere about the middle of November, 1854.

45. To the 45th cross-interrogatory he saith: I transferred said notes in part payment of claims they held against me, and I received in return my notes and drafts drawn by myself. The drafts were accepted by Merritt & Co. and endorsed by Samuel Harris.

46. To the 46th cross-interrogatory he saith: For aught I know they hold them now.

47. To the 47th cross-interrogatory he saith: I did not.

48. To the 48th cross-interrogatory he saith: It was not. I had no such object.

49. To the 49th cross-interrogatory he saith: No; I had no such object.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 3d day of November, 1859. Before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

The further examination of the witness is adjourned to Friday, Nov. 4th, 1859, at 2 o'clock p. m.

JOSEPH BRIDGHAM,
U. S. Commissioner.

On this 4th day of November, 1856, the witness, Edward Seagrave, appears pursuant to adjournment, and his examination being continued, he did depose, testify and say, in answer to the cross-interrogatories hereunto annexed, as follows, to wit:

50. To the 50th cross-interrogatory he saith: I did.

51. To the 51st cross-interrogatory he saith: The par value was $5,000; the real value not as much.

184 52. To the 52d cross-interrogatory he saith: I think I sold said stock about the middle of February, 1854, to James S. Phetteplace for $4,500. I transferred them about the same time, and received, in consideration therefor, his note for that sum.

53. To the 53d cross interrogatory he saith: I did not transfer any of said shares to Phetteplace & Seagrave.

54. To the 54th cross-interrogatory he saith: I did not transfer any to Phetteplace & Seagrave.

55. To the 55th cross-interrogatory he saith: The consideration received by me from James S. Phetteplace was his note for $4,500 on demand with interest; and that was what I received.

56. To the 56th cross-interrogatory he saith: For aught I know James S. Phetteplace holds them now.

57. To the 57th cross-interrogatory he saith: I did not transfer them to Phetteplace & Seagrave at all. I did not transfer them to James S. Phetteplace without consideration, nor for the purpose of preventing their being attached by my creditors.

58. To the 58th cross-interrogatory he saith: I did not transfer them to Phetteplace & Seagrave at all; nor was my object in transferring them to James S. Phetteplace to prevent their being attached by my creditors.

59. To the 59th cross-interrogatory he saith: I did not transfer them to Phetteplace & Seagrave, and had no such object as named in this cross-interrogatory.

60. To the 60th cross-interrogatory he saith: I think I did.

61. To the 61st cross-interrogatory he saith: I think I made no disposition of them previous to my including them in my assignment.

62. To the 62d cross-interrogatory he saith: I did not so transfer any of said shares.

63. To the 63d cross-interrogatory he saith: I never did make any such transfer.

64. To the 64th cross-interrogatory he saith: I never did so transfer them.

65. To the 65th cross-interrogatory he saith: Said Phetteplace & Seagrave never held said shares at all.

185 66. To the 66th cross-interrogatory he saith: I never transferred said shares to Phetteplace & Seagrave at all.

67. To the 67th cross-interrogatory he saith: I never made any such transfer.

68. To the 68th cross-interrogatory he saith: I never made any such transfer.

69. To the 69th cross-interrogatory he saith: I think I subscribed for stock in the Wauregan Mills to the amount of $12,500. I don't recollect the number of shares.

70. To the 70th cross interrogatory he saith: I do not recollect. I think, myself with others, agreed to pay the par value.

71. To the 71st cross-interrogatory he saith: I think not.

72. To the 72d cross-interrogatory he saith: I think not.

73. To the 73d cross-interrogatory he saith: I did.

74. To the 74th cross-interrogatory he saith: I think there were to the amount of $6,250.

75. To the 75th cross-interrogatory he saith: I think these were to the amount of $6,250.

76. To the 76th cross-interrogatory he saith: I think stock to the amount of $6,250 was issued to Phetteplace & Seagrave. I do not recollect the date of the certificates.

77. To the 77th cross-interrogatory he saith: I do not recollect the exact amount paid on said shares at that time. I think it was about $4,400. I paid not afterwards.

78. To the 78th cross interrogatory he saith: I have not.

79. To the 79th cross-interrogatory he saith: They paid, or agreed to pay, some of my stock notes as they fell due, amounting to between $1,800 and $1,900. I presume they did so pay, as I never heard from said notes. I do not know that they never paid anything; on the contrary, I presume they did pay, as I never heard from my said notes.

80. To the 80th cross-interrogatory he saith: They paid me 60 per cent. on $6,250. It was all paid in November, 1854, excepting

186 certain stock notes of mine not then due, which they assumed and charged to me in settlement, deducting the interest from the same. The 60 per cent. on the $6,250 was all that was paid.

81. To the 81st cross-interrogatory he saith: They did not.

82. To the 82d cross-interrogatory he saith: Because I sold the stock as it stood. The company had never issued any certificates at the time I sold said shares, to my knowledge.

83. To the 83d cross-interrogatory he saith: It was not.

84. To the 84th cross-interrogatory he saith: It was not.

85. To the 85th cross-interrogatory he saith: My object was, at that time, to secure Phetteplace & Seagrave for debts due from me to them.

86. To the 86th cross-interrogatory he saith: I believe such a suit was so commenced at my request.

87. To the 87th cross-interrogatory he saith: I do not know.

88. To the 88th cross-interrogatory he saith: I understood it was unfavorable to me, or my assignee.

89. To the 89th cross-interrogatory he saith: I do not know.

90. To the 90th cross-interrogatory he saith: I do not give such an assent. I do not know what my assignee did.

91. To the 91st cross-interrogatory he saith: It was not to my knowledge. I cannot say as to my assignee.

92. To the 92d cross-interrogatory he saith: I had no such arrangement, understanding, or agreement. I cannot say as to my assignee.

93. To the 93d cross-interrogatory he saith: Because, as I understood, the case was decided against me.

94. To the 94th cross-interrogatory he saith: I never did. I cannot speak for my assignee, for I do not know.

95. To the 95th cross-interrogatory he saith: I do not recollect ever attempting to transfer it to any one.

96. To the 96th cross-interrogatory he saith: I did rent
187 said mill for the rent mentioned. I think, in February, 1851, and gave my own notes for the rent.

97. To the 97th cross-interrogatory he saith: I did so assign said lease. I think it was in June, 1852.

98. To the 98th cross-interrogatory he saith: I think the nominal consideration named in said lease may have been one dollar; but the real consideration was their agreeing to pay rents and all debts of the concern. They paid me nothing.

99. To the 99th cross-interrogatory he saith: I did.

100. To the 100th cross-interrogatory he saith: I purchased said note; but whether before or after the assignment of said lease, I do not know.

101. To the 101st cross-interrogatory he saith: I bought it; but cannot recollect the particulars.

102. To the 102d cross-interrogatory he saith: I did, in settlement with them, in November, 1854.

103. To the 103d cross-interrogatory he saith: I did not.

104. To the 104th cross-interrogatory he saith: Such was not my object.

105. To the 105th cross-interrogatory he saith: No; I never stated to Orray Taft, Samuel Boyd Tobey, or to any other person or persons, that I mortgaged my property to Phetteplace & Seagrave, and transferred it to them without consideration, in order to prevent it from being attached; nor did I ever use words to that effect to any person or persons whatever.

106. To the 106th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated August 4th, 1853, for $2,525 50, for six months.

107. To the 107th cross-interrogatory he saith: Said paper was given to Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

108. To the 108th cross-interrogatory he saith: I do not know.

109. To the 109th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

110. To the 110th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said
188 claim, but I do not recollect of any interview with any one in relation to this particular piece of paper, except Phetteplace & Seagrave, as stated.

111. To the 111th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I do not recollect particularly the conversation.

112. To the 112th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. I do not recollect of any other proposition.

113. To the 113th cross-interrogatory he saith: I do not recollect of any one calling on me, except Phetteplace & Seagrave, in relation to this piece of paper, nor so advising.

114. To the 114th cross-interrogatory he saith: I have no recollection of so declining.

115. To the 115th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

116. To the 116th cross-interrogatory he saith: I do not recollect that any such person or persons called or inquired.

117. To the 117th cross-interrogatory he saith: I don't recollect that any person or persons so called or enquired.

118. To the 118th cross-interrogatory he saith: Never to my recollection.

119 To the 119th cross-interrogatory he saith: I never objected to its sale to any one.

120. To the 120th cross-interrogatory he saith: I do not recollect of giving any such statement.

121. To the 121st cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

122. To the 122d cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated Aug. 13th, 1853, for $2,525 50, for six months.

123. To the 123d cross-interrogatory he saith: To Isaac Merritt & Co., or Samuel Harris, for which I never received any value.
189 124. To the 124th cross-interrogatory he saith: I do not know.

125. To the 125th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

126. To the 126th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

127. To the 127th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle

of November, 1854; they said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

128. To the 128th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, on this piece of paper.

129. To the 129th cross-interrogatory he saith: I do not recollect of any one calling on me except Phetteplace & Seagrave, in relation to this piece of paper.

130. To the 130th cross-interrogatory he saith: I have no recollection of so declining.

131. To the 131st cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

132. To the 132d cross-interrogatory he saith: I do not recollect that any such person so called or enquired.

133. To the 133d cross-interrogatory he saith. I do not recollect that any such person so called or enquired.

134. To the 134th cross-interrogatory he saith: Never, to my recollection.

135. To the 135th cross-interrogatory he saith: I never objected to its sale to any one.

136. To the 136th cross-interrogatory he saith: I do not recollect of ever giving such statement.

137. To the 137th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

190 138. To the 138th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated August 19th, 1853, for $2,525 50, for 6 months.

139. To the 139th cross-interrogatory he saith: Samuel Harris or Isaac Merritt & Co., for which I never received any value.

140. To the 140th cross-interrogatory he saith: I do not know.

141. To the 141st cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

142. To the 142d cross-interrogatory he saith: Several persons called, who had claims against me, in relation to said claims; but I do not recollect of any interview with any one, in relation to this particular paper, excepting Phetteplace & Seagrave, as stated.

143. To the 143d cross-interrogatory he saith: Phetteplace & Seagrave, I think, first presented it to me, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect the particulars of the conversation.

144. To the 144th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, in reference to this particular paper.

145. To the 145th cross-interrogatory he saith: I do not recollect

of any one calling on me except Phetteplace & Seagrave, in relation to this piece of paper.

146. To the 146th cross-interrogatory he saith: I have no recollection of so declining.

147. To the 147th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this particular piece of paper, but Phetteplace & Seagrave.

148. To the 148th cross-interrogatory he saith: I do not recollect that any person or persons called or enquired.

149. To the 149th cross-interrogatory he saith: I do not recollect that any such person or persons called or enquired.

150. To the 150th cross-interrogatory he saith: Never to my recollection.

191 151. To the 151st cross-interrogatory he saith: I never objected to its sale to any one.

152. To the 152d cross-interrogatory he saith: I do not recollect of giving any such statement.

153. To the 153d cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

154. To the 154th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Meritt & Co., endorsed by Samuel Harris, dated September, 1853, for $2,525 50, for 6 months.

155. To the 155th cross-interrogatory he saith: Samuel Harris or Isaac Merritt & Co., for which I never received any value.

156. To the 156th cross-interrogatory he saith: I do not know.

157. To the 157th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

158. To the 158th cross-interrogatory he saith: Several persons who had claims against me called on me, in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, except Phetteplace & Seagrave, as stated.

159. To the 159th cross-interrogatory, he saith: It was first presented to me by Phetteplace & Seagrave, I think about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I don't recollect particularly the conversation.

160. To the 160th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me to my recollection.

161. To the 161st cross-interrogatory he saith: I do not recollect of any one calling on me in relation to this piece of paper, excepting Phetteplace & Seagrave.

162. To the 162d cross-interrogatory he saith: I have no recollection of so declining.

163. To the 163d cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

192 164. To the 164th cross-interrogatory he saith: I do not recollect that any person so called or enquired.

165. To the 165th cross-interrogatory he saith: I do not recollect that any person or persons called or enquired.

166. To the 166th cross-interrogatory he saith: Never to my recollection.

167. To the 167th cross-interrogatory he saith: I never objected to its sale to any one.

168. To the 168th cross-interrogatory he saith: I do not recollect of giving any such statement.

169. To the 169th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them in November, 1864. I paid it in full.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by witness subscribed and sworn to this 4th of November, 1859.

JOSEPH BRIDGHAM,
U. S. Commissioner.

The further examination of the witness adjourned to Saturday, November 5th, 1859, at 2 o'clock p. m.

JOSEPH BRIDGHAM,
U. S. Commissioner.

SATURDAY, *November 5th*, 1859.

On this 5th day of November, 1859, the witness, Edward Seagrave, appears pursuant to adjournment, and his examination being continued, he did depose, testify, and say, in answer to the cross-interrogatories hereunto annexed, as follows, viz:

170. To the 170th cross-interrogatory he saith: Said drafts were drawn by myself, accepted by Isaac Meritt & Co., endorsed by Samuel Harris, dated September 1, 1853, for $2,525 50, for 6 months.

171. To the 171st cross-interrogatory he saith: Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

172. To the 172d cross-interrogatory he saith: I don't know.

193 173. To the 173d cross-interrogatory, he saith: Phetteplace & Seagrave presented it to me for payment.

174. To the 174th cross-interrogatory he saith: Several persons who had claims against me called in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

175. To the 175th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I can recollect particularly the conversation.

176. To the 176th cross-interrogatory he saith: Phetteplace said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, on this piece of paper.

177. To the 177th cross-interrogatory he saith: I do not recollect

of any one calling on me, excepting Phetteplace & Seagrave, in relation to this piece of paper.

178. To the 178th cross-interrogatory he saith: I have no recollection of so declining.

179. To the 179th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

180. To the 180th cross-interrogatory he saith: I do not recollect that any person so called or enquired.

181. To the 181st cross-interrogatory he saith: I do not recollect that any person so called or enquired.

182. To the 182d cross-interrogatory he saith: Never to my recollection.

183. To the 183d cross-interrogatory he saith: I never objected to its sale to any one.

184. To the 184th cross-interrogatory he saith: I do not recollect of ever giving such statement.

185. To the 185th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them in November, 1854. I paid it in full.

186. To the 186th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated September 3, 1853, for $2,525 50, for 6
194 months.

187. To the 187th cross-interrogatory he saith: To Isaac Merritt & Co., or to Samuel Harris, for which I never received any value.

188. To the 188th cross-interrogatory he saith: I do not know.

189. To the 189th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

190. To the 190th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said claims; but I do not recollect of any interview with any one in relation to this particular paper, excepting Phetteplace & Seagrave, as stated.

191. To the 191st cross-interrogatory he saith: It was first presented to me by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

192. To the 192d cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it; I consented to do so. No other proposition was ever made to me, to my recollection, on this piece of paper.

193. To the 193d cross-interrogatory he saith: I do not recollect of any one calling on me in relation to this piece of paper, excepting Phetteplace & Seagrave.

194. To the 194th cross-interrogatory he saith: I have no recollection of so declining.

195. To the 195th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

196. To the 196th cross-interrogatory he saith: I do not recollect that any person called or enquired.

197. To the 197th cross-interrogatory he saith: I do not recollect that any person called or inquired.

198. To the 198th cross-interrogatory he saith: Never to my recollection.

199. To the 199th cross-interrogatory he saith: I never objected to its sale to any one.

200. To the 200th cross-interrogatony he saith: I do not recollect of ever giving such a statement.

201. To the 201st cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement
195 with them in November, 1854. I paid it in full.

202. To the 202d cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated October 22, 1853, for $3,000, for 4 months.

203. To the 203d cross-interrogatory he saith: Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

204. To the 204th cross-interrogatory he saith: I do not know.

205. To the 205th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

206. To the 206th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, but Phetteplace & Seagrave, as stated.

207. To the 207th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

208. To the 208th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, on this piece of paper.

209. To the 209th cross-interrogatory he saith: I do not recollect of any one calling on me but Phetteplace & Seagrave in relation to this piece of paper.

210. To the 210th cross-interrogatory he saith: I have no recollection of so declining.

211. To the 211th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

212. To the 212th cross-interrogatory he saith: I do not recollect that any person so called or enquired.

213. To the 213th cross-interrogatory he saith: I do not recollect that any such person so called or enquired.

214. To the 214th cross-interrogatory he saith: Never to my recollection.

196 215. To the 215th cross-interrogatory he saith: I never objected to its sale to any one.

216. To the 216th cross-interrogatory he saith: I do not recollect of ever giving such statement.

217. To the 217th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them in November, 1854. I paid it in full.

218. To the 218th cross-interrogtory he saith: Said note was signed by myself, payable to the order of Samuel Harris, and endorsed by him, dated November 4, 1853, for $2,372 92, for 6 months.

219. To the 219th cross-interrogatory he saith: To Samuel Harris.

220. To the 220th cross-interrogatory he saith: The Smithfield Union Bank.

221. To the 221st cross-interrogatory he saith: I think some one did in behalf of the bank. I do not recollect who it was.

222. To the 222d cross-interrogatory he saith: I think other persons did have interviews with me in behalf of the bank. I think they were officers of the bank. I do not recollect who they were, nor the time of these interviews.

223. To the 223d cross-interrogatory he saith: There was so much talk about this paper and my drafts accepted by Isaac Merritt & Co., endorsed by Samuel Harris, that it is impossible for me to recollect what was said by either party.

224. To the 224th cross-interrogatory he saith: I do not recollect of any such proposition whatever.

225. To the 225th cross-interrogatory he saith: Not to my recollection.

226. To the 226th cross-interrogatory he saith: Not to my recollection.

227. To the 227th cross-interrogatory he saith: I do not recollect that I ever did decline the purchase of said paper myself. On several occasions when asked, in conversation about the drafts I have referred to and this note, what I intended to do about them, I replied that I had not decided. When said drafts and notes were presented to me in November, 1854, I paid them all in full.

197 228. To the 228th cross-interrogatory he saith; I cannot recollect.

229. To the 229th cross-interrogatory he saith: I do not recollect that any such person or persons applied or enquired.

230. To the 230th cross-interrogatory he saith: I do not recollect so advising.

231. To the 231st cross-interrogatory he saith: No; I do not object to its sale to any one.

232. To the 232d cross-interrogatory he saith: I never gave any written statement to any one, after Isaac Merritt & Co. and Samuel Harris stopped payment. I told those who asked me about my affairs that Isaac Merritt & Co. and Samuel Harris had got from me about $38,000 in money or its equivalent, and that my name was on their paper for about $175,000. I told them that this grew out of the joint wool account, and I think I told them that I could pay all my liabilities excepting the paper growing out of the joint wool account, for which I had received no value; and that I should have a surplus of over

$50,000, or words to that effect. These statements I made generally; I cannot tell to whom, or at what times.

233. To the 233d cross-interrogatory he saith: Said note was presented to me by Phetteplace & Seagrave, and I paid it in settlement with them, in Nov., 1854.

234. To the 234th cross-interrogatory he saith: Said note was signed by myself, payable to order of Samuel Harris, endorsed by him, dated November 4, 1853, for $2,372 91, for 6 months.

235. To the 235th cross-interrogatory he saith: To Samuel Harris.

236. To the 236th cross-interrogatory he saith: The Smithfield Union Bank.

237. To the 237th cross-interrogatory he saith: I think some one did in behalf of the bank. I do not recollect who it was.

238. To the 238th cross-interrogatory he saith: I think other persons did have interviews with me on behalf of the bank. I do not remember who they were, nor the time of these interviews.

239. To the 239th cross-interrogatory he saith: There was so much talk about this note and the drafts accepted by Isaac Merritt & Co., endorsed by Samuel Harris, that is impossible for me to re-
198 member what was said by either party.

240. To the 240th cross-interrogatory he saith: I do not recollect of any proposition whatever.

241. To the 241st cross-interrogatory he saith: Not to my recollection.

242. To the 242d cross-interrogatory he saith: Not to my recollection.

243. To the 243d cross-interrogatory he saith: I do not recollect that I ever did decline the purchase of said paper myself. On several occasions, when asked, in conversation about the drafts I have referred to and this note, what I intended to do about them, I replied that I had not decided. When said drafts and notes were presented to me in November, 1854, I paid them all in full.

244. To the 244th cross-interrogatory he saith: I do not recollect.

245. To the 245th cross-interrogatory he saith: I do not recollect that any person or persons called or enquired.

246. To the 246th cross-interrogatory he saith: I do not recollect so advising.

247. To the 247th cross-interrogatory he saith; No; I never objected to its sale to any one.

248. To the 248th cross-interrogatory he saith: I never gave any written statement to any one. I stated to those who enquired, exactly how my affairs stood with Isaac Merritt & Co.; the amount they had received from me, and the amount for which I was liable on their paper; and I think I told them that I could pay all my liabilities, excepting in the joint wool account, and have $50,000 over, or words to that effect. These statements I made generally. I cannot tell to whom, or when. I have answered this cross-interrogatory fully, in answer to the 232d cross-interrogatory.

249. To the 249th cross-interrogatory he saith: Said note was

presented to me by Phetteplace & Seagrave, and I paid it in settlement with them in November, 1854.

250. To the 250th cross-interrogatory he saith: Said drafts were drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated November 7th, 1853, for $3,000, for six months.

199 251. To the 251st cross-interrogatory he saith: Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

252. To the 252d cross-interrogatory he saith: I do not know.

253. To the 253d cross-interrogatory he saith: Yes. Phetteplace & Seagrave presented it to me for payment.

254. To the 254th cross-interrogatory he saith: Several persons who had claims against me, called on me in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

255. To the 255th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

256. To the 256th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, in reference to this piece of paper.

257. To the 257th cross-interrogatory he saith: I do not recollect of any one calling on me, excepting Phetteplace & Seagrave, in relation to this piece of paper.

258. To the 258th cross-interrogatory he saith: I have no recollection of so declining.

259. To the 259th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

260. To the 260th cross-interrogatory he saith: I do not recollect that any person so called or enquired.

261. To the 261st cross-interrogatory he saith: I do not recollect that any such person so called or enquired.

262. To the 262d cross-interrogatory he saith: Never, to my recollection.

263. To the 263d cross-interrogatory he saith: I never objected to its sale to any one.

264. To the 264th cross-interrogatory he saith: I don't recollect of ever giving such statement.

200 265. To the 265th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

266. To the 266th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated November 7, 1853, for $3,000, for six months.

267. To the 267th cross-interrogatory he saith: Isaac Merritt & Co. or Samuel Harris.

268. To the 268th cross-interrogatory he saith: I do not know.

269. To the 269th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

270. To the 270th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

271. To the 271st cross-interrogatory he saith: It was first presented to me by Phetteplace & Seagrave, I think, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly, the conversation.

272. To the 272d cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, about this piece of paper.

273. To the 273d cross-interrogatory he saith: I do not recollect of any one calling on me, excepting Phetteplace & Seagrave, in reference to this piece of paper.

274. To the 274th cross-interrogatory he saith: I have no recollection of so declining.

275. To the 275th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

276. To the 276th cross-interrogatory he saith: I do not recollect that any person so called or enquired.

277. To the 277th cross-interrogatory he saith: I do not recollect that any person called or enquired.

201 278. To the 278th cross-interrogatory he saith: Never, to my recollection.

279. To the 279th cross-interrogatory he saith: No; I never objected to its sale to any one.

280. To the 280th cross-interrogatory he saith: I do not recollect of ever giving such statement.

281. To the 281st cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

282. To the 282d cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co. or Samuel Harris, dated December 4, 1853, for $3,000, for six months.

283. To the 283d cross-interrogatory he saith: Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

284. To the 284th cross-interrogatory he saith: I do not know.

285. To the 285th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

286. To the 286th cross-interrogatory he saith: Several persons having claims against me, called on me about said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, but Phetteplace & Seagrave, as stated.

287. To the 287th cross-interrogatory he saith: It was first presented to me by Phetteplace & Seagrave, about the middle of No-

vember, 1854. They said they wanted me to pay it. I consented to do so. I cannot recollect particularly the conversation.

288. To the 288th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, in reference to this piece of paper.

289. To the 289th cross-interrogatory he saith: I do not recollect of any one calling on me, except Phetteplace & Seagrave, in relation to this piece of paper.

290. To the 290th cross-interrogatory he saith: I have no recollection of so declining.

291. To the 291st cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollec-
202 tion, in reference to this piece of paper, but Phetteplace & Seagrave.

292. To the 292d cross-interrogatory he saith: I do not recollect that any person called or inquired.

293. To the 293d cross-interrogatory he saith: I do not recollect that any such person so called or inquired.

294. To the 294th cross-interrogatory he saith: I never did, to my recollection.

295. To the 295th cross-interrogatory he saith: I never objected to its sale to any one.

296. To the 296th cross-interrogatory he saith: I do not recollect of ever giving any such statement.

297. To the 297th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them in November, 1854. I paid it in full.

298. To the 298th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Merritt & Co., endorsed by Samuel Harris, dated December 22, 1853, for $2,800, for six months.

299. To the 299th cross-interrogatory he saith: Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

300. To the 300th cross-interrogatory he saith: I do not know.

301. To the 301st cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

302. To the 302d cross-interrogatory he saith: Several persons having claims against me called on me about said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, but Phetteplace & Seagrave.

303. To the 303d cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

304. To the 304th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, about this piece of paper.

305. To the 305th cross-interrogatory he saith: I do not re-

203 collect of any one calling on me, except Phetteplace & Seagrave, in reference to this piece of paper.

306. To the 306th cross-interrogatory he saith: I have no recollection of so declining.

307. To the 307th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

308. To the 308th cross-interrogatory he saith: I do not recollect that any person called or inquired.

309. To the 309th cross-interrogatory he saith: I do not recollect that any person called or inquired.

310. To the 310th cross-interrogatory he saith: Never to my recollection.

311. To the 311th cross-interrogatory he saith: I never objected to its sale to any one.

312. To the 312th cross-interrogatory he saith: I do not recollect of ever giving any such statement.

313. To the 313th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

314. To the 314th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated Aug. 19th, 1853, for $2,525 50, for six months.

315. To the 315th cross-interrogatory he saith: To Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

316. To the 316th cross-interrogatory he saith: I do not know.

317. To the 317th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

318. To the 318th cross-interrogatory he saith: Several persons having claims against me called in reference to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

319. To the 319th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the con-
204 versation.

320. To the 320th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so. No other proposition was ever made to me, to my recollection, about this piece of paper.

321. To the 321st cross-interrogatory he saith: I do not recollect that any person called on me, excepting Phetteplace & Seagrave, in relation to this piece of paper.

322. To the 322d cross-interrogatory he saith: I have no recollection of so declining.

323. To the 323d cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

224. To the 324th cross-interrogatory he saith : I do not recollect that any person called or inquired.

325. To the 325th cross-interrogatory he saith : I do not recollect that any person called or inquired.

326. To the 326th cross-interrogatory he saith : No ; never, to my recollection.

327. To the 327th cross-interrogatory he saith ; No ; I never objected to its sale to any one.

328. To the 328th cross-interrogatory he saith : I do not recollect of ever giving such statement.

329. To the 329th cross-interrogatory he saith : Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

330. To the 330th cross-interrogatory he saith : Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated August 25th, 1853, for $2.525 50, for six months.

331. To the 331st cross-interrogatory he saith : To Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

332. To the 332d cross-interrogatory he saith : I do not know.

333. To the 333d cross-interrogatory he saith : Phetteplace & Seagrave presented it to me for payment.

334. To the 334th cross-interrogatory he saith : Several persons who had claims against me called on me in relation to said claims ; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

205 335. To the 335th cross-interrogatory he saith: It was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

336. To the 336th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so; no other proposition was ever made to me, to my recollection, on this piece of paper.

337. To the 337th cross-interrogatory he saith: I do not recollect of any one calling on me, excepting Phetteplace & Seagrave, in relation to this piece of paper.

338. To the 338th cross-interrogatory he saith: I have no recollection of so declining.

339. To the 339th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, but Phetteplace & Seagrave, in reference to this piece of paper.

340. To the 340th cross-interrogatory he saith: I do not recollect that any person called or enquired.

341. To the 341st cross-interrogatory he saith: I do not recollect that any person called or enquired.

342. To the 342d cross-interrogatory he saith: No; never to my recollection.

343. To the 343d cross-interrogatory he saith: I never objected to its sale to any one.

344. To the 344th cross-interrogatory he saith: I do not recollect of ever giving such statement.

345. To the 345th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

346. To the 346th cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated November 25th, 1853, for $5,000, for six months.

347. To the 347th cross-interrogatory he saith: Isaac Merritt & Co. or Samuel Harris, for which I never received any value.

348. To the 348th cross-interrogatory he saith: I do not know.

349. To the 349th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

206 350. To the 350th cross-interrogatory he saith: Several persons who had claims against me called on me in relation to said claims; but I do not recollect of any interview with any one, in relation to this particular piece of paper, excepting Phetteplace & Seagrave, as stated.

351. To the 351st cross-interrogatory he saith: The said draft was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

352. To the 352d cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to pay it. No other proposition was ever made to me, to my recollection, in reference to this piece of paper.

353. To the 353d cross-interrogatory he saith: I do not recollect that any person called on me, excepting Phetteplace & Seagrave, in reference to this piece of paper.

354. To the 354th cross-interrogatory he saith: I have no recollection of so declining.

355. To the 355th cross-interrogatory he saith: I have no recollection of so declining; no one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

356. To the 356th cross-interrogatory he saith: I do not recollect that any person called or enquired.

357. To the 357th cross-interrogatory he saith: I do not recollect that any person called or enquired.

358. To the 358th cross-interrogatory he saith: No; never to my recollection.

359. To the 359th cross-interrogatory he saith: I do not recollect of ever giving any such statement.

360. To the 360th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them in November, 1854. I paid it in full.

361. To the 361st cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., endorsed by Samuel Harris, dated December 27th, 1853, for 2,500, for six months.

362. To the 362d cross-interrogatory he saith: Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

27 363. To the 363d cross-interrogatory he saith: I do not know.

364. To the 364th cross-interrogatory he saith: Phetteplace & Seagrave presented it to me for payment.

365. To the 365th cross-interrogatory he saith: Several persons who had claims against me called on me in reference to said claims; but I do not recollect of any interview with any one in relation to this particular piece of paper, excepting Phetteplace & Seagrave, at stated.

366. To the 366th cross-interrogatory he saith: Said draft was first presented to me, I think, by Phetteplace & Seagrave, about the middle of November, 1854. They said they wanted me to pay it, and I consented to do so. I cannot recollect particularly the conversation.

367. To the 367th cross-interrogatory he saith: Phetteplace & Seagrave said they wanted me to pay it, and I consented to do so; no other proposition was ever made to me, to my recollection, on this piece of paper.

368. To the 368th cross-interrogatory he saith: I do not recollect of any one calling on me, excepting Phetteplace & Seagrave, in relation to this piece of paper.

369. To the 369th cross-interrogatory he saith: I have no recollection of so declining.

370. To the 370th cross-interrogatory he saith: I have no recollection of so declining. No one called on me, to my recollection, in reference to this piece of paper, but Phetteplace & Seagrave.

371. To the 371st cross-interrogatory he saith: I do not recollect that any person called or enquired.

372. To the 372d cross-interrogatory he saith: I do not recollect that any person called or enquired.

373. To the 373d cross-interrogatory he saith: No; never to my recollection.

374. To the 374th cross-interrogatory he saith: No; I never objected to its sale to any one.

375. To the 375th cross-interrogatory he saith: I do not recollect of ever giving any such statement.

376. To the 376th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

377. To the 377th cross-interrogatory he saith: Both said drafts were drawn by me, both accepted by Isaac Merritt & Co., and both endorsed by Samuel Harris.

208 378. To the 378th cross-interrogatory he saith: It was.

379. To the 379th cross-interrogatory he saith: It was.

380. To the 380th cross-interrogatory he saith: To Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

381. To the 381st cross-interrogatory he saith: I do not know.

382. To the 382d cross-interrogatory he saith: I do not know.

383. To the 383d cross-interrogatory he saith: I was called on by

the cashier of the Producers' Bank, of Woonsocket, I think, soon after Isaac Merritt & Co. and Samuel Harris stopped payment, in February, 1854, in regard to drafts; whether in regard to the two drafts now matured or not, I do not know. There were so many drafts I cannot recollect as to what was said at such interviews. I only remember that when asked what I intended fo do about it, I replied that I had not decided.

384. To the 384th cross-interrogatory he saith: I do not recollect that any propositions were made.

385. To the 385th cross-interrogatory he saith: I do not recollect so advising

386. To the 386th cross-interrogatory he saith: I do not recollect so declining.

387. To the 387th cross-interrogatory he saith: I do not recollect that I told them to call on Phetteplace & Seagrave.

388. To the 388th cross-interrogatory he saith: I do not recollect; I think not.

389. To the 389th cross-interrogatory he saith: I do not recollect that any such enquiries were made.

390. To the 390th cross-interrogatory he saith: I think not.

391. To the 391st cross-interrogatory he saith: No; I did not object to their sale to any one.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 5th of November, 1859, before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

209 The further examination of the witness is adjourned to Monday, November 7th, 1859, at 2 o'clock p. m.

JOSEPH BRIDGHAM,
U. S. Commissioner.

On this 7th day of November, 1859, the witness, Edward Seagrave, appeared pursuant to adjournment, and his examination being continued, he did depose, testify, and say in answer to the cross-interrogatories hereunto annexed, as follows, to wit:

392. To the 392d cross-interrogatory he saith: I never made any written statements to any one. I never made any particular statements about these drafts in particular. After Isaac Merritt & Co. and Samuel Harris stopped payment, I told those who asked me about my affairs, that Isaac Merritt & Co. and Samuel Harris had got from me about $38,000 in money or its equivalent, and that my name was on their paper for about $175,000. I told them that this grew out of the joint wool account; and I think I told them that I could pay all my liabilities excepting the paper growing out of the joint wool account, for which I had received no value; and that I should have a surplus of over $50,000, or words to that effect. These statements

I made generally, and to any one who enquired. I cannot tell to whom I made these statements, or at what times.

393. To the 393d cross-interrogatory he saith: Phetteplace & Seagrave presented said drafts to me, and I paid them in settlement with them in November, 1854. I paid them in full.

394. To the 394th cross-interrogatory he saith: Each of said notes were signed by myself, each payable to the order of Samuel Harris, and each endorsed by him.

395. To the 395th cross-interrogatory he saith: They were.

396. To the 396th cross-interrogatory he saith: To Samuel Harris.

397. To the 397th cross-interrogatory he saith: The Smithfield Union Bank.

398. To the 398th cross-interrogatory he saith: They did.

210 399. To the 399th cross-interrogatory he saith: Some person or persons did call on me in behalf of said bank; I cannot recollect who they were, or what was said particularly at that time. No distinct proposition was made by them, or either of them, to me.

400. To the 400th cross-interrogatory he saith: No propositions whatever were made at such interviews.

401. To the 401st cross-interrogatory he saith: I do not recollect of so advising. On being told by them that they had received a letter from Phetteplace & Seagrave, I think in regard to the purchase of said paper by them, I might have replied that it would do no hurt to see them, or words to that effect.

402. To the 402d cross-interrogatory he saith: I do not recollect so declining.

403. To the 403d cross-interrogatory he saith: I do not recollect so declining. On being told by them that they had received a letter from Phetteplace & Seagrave, I think in regard to the purchase of said paper by them, I might have replied that it would do no hurt to see them, or words to that effect.

404. To the 404th cross-interrogatory he saith: I do not recollect.

405. To the 405th cross-interrogatory he saith: I do not recollect that such enquiries were made.

406. To the 406th cross-interrogatory he saith: I do not recollect so advising other than I have stated.

407. To the 407th cross-interrogatory he saith: I never gave any written statement to any one. As people called on me after Isaac Merritt & Co. and Samuel Harris stopped payment, I think I told them I had given Samuel Harris notes for $9,000, dated February 18, 1853, and I had about paid half that amount; and I had paid Isaac Merritt & Co. and Samuel Harris $33,500 cash, or its equivalent, on 1st July, 1853; and they had my drafts, which were drawn without valuable consideration to me, for their accommodation, for about $170,000, and all I had got for travelling expenses, &c.; and from the commencement of the joint wool account, from about 1st of February, 1853, all I received for the above, or have received, was one dollar, and that was to bind the contract with Isaac Merritt & Co., which was a written contract, dated July 1st, 1853, and signed

211 the same day by all the parties, to protect me against any further

loss or losses in any way growing out of the joint wool account; and I thought I could settle my liabilities, excepting the paper I had let Isaac Merritt & Co. and Samuel Harris have for their accommodation, and have about $50,000. These statements were made by me generally, and to all parties who enquired about my affairs.

408. To the 408th cross-interrogatory he saith: Phetteplace & Seagrave presented said notes to me, and I paid them in settlement with them, in November, 1854. I paid them in full.

409. To the 409th cross-interrogatory he saith: Each and all of said drafts were drawn by me, accepted by Isaac Merritt & Co., and endorsed by Samuel Harris.

410. To the 410th cross-interrogatory he saith: They were.

411. To the 411th cross-interrogatory he saith: To Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

412. To the 412th cross-interrogatory he saith: I do not know.

413. To the 413th cross-interrogatory he saith: I do not know.

414. To the 414th cross-interrogatory he saith: I cannot recollect of any one calling on me in behalf of said bank. I think said bank held some of this paper, and I presume they called on me.

415. To the 415th cross-interrogatory he saith: I do not recollect of any proposition being made by the Cumberland Bank, or in their behalf, to me, and I never made any proposition to said bank.

416. To the 416th cross-interrogatory he saith: I do not recollect so advising; I do not think I did.

417. To the 417th cross-interrogatory he saith: I do not recollect of ever so declining.

418. To the 418th cross-interrogatory he saith: I do not recollect of ever so declining, and I do not recollect that I ever told any person or persons to call on Phetteplace & Seagrave in relation to said drafts.

419. To the 419th cross-interrogatory he saith: I do not recollect that any person or persons called in behalf of said bank, or that any one made any such enquiries.

212 420. To the 420th cross-interrogatory he saith: I do not recollect any such enquiries.

421. To the 421st cross-interrogatory he saith: I do not recollect ever so advising.

422. To the 422d cross-interrogatory he saith: I did not object to any sale to any one.

423. To the 423d cross-interrogatory he saith: I never made any written statement to any one; neither did I ever make any particular statement in reference to these particular drafts. I made general statements in reference to my affairs, in which these drafts were included, to all persons who enquired about my affairs, as I have already stated.

424. To the 424th cross-interrogatory he saith: Phetteplace & Seagrave presented said drafts to me, and I paid them in settlement with them, in November, 1854. I paid them in full.

425. To the 425th cross-interrogatory he saith: Each and all of

said drafts were drawn by myself, accepted by Isaac Merritt & Co., and endorsed by Samuel Harris.

426. To the 426th cross-interrogatory he saith: They were.

427. To the 427th cross-interrogatory he saith: To Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

428. To the 428th cross-interrogatory he saith: I do not know.

429. To the 429th cross-interrogatory he saith: I do not know; I think not.

430. To the 430th cross-interrogatory he saith: I do not know who held said drafts, after I signed them, and returned them to Isaac Merritt & Co., or Samuel Harris, until they were presented to me by Phetteplace & Seagrave, in 1854. I do not remember of any interview or interviews with any other person or persons whatever, in relation to these particular drafts. In my interview with Phetteplace & Seagrave referred to, they presented said drafts, and I paid them in full. I do not remember the particular conversation at this interview, or what was said by either party.

431. To the 431st cross-interrogatory he saith: Phetteplace
213 & Seagrave presented said drafts; said they wanted them paid, and I paid them. I do not recollect of any other proposition whatever, by any person.

432. To the 432d cross-interrogatory he saith: I do not recollect ever so advising. No other person, to my recollection, other than Phetteplace & Seagrave, had any interview with me in relation to this paper.

433. To the 433d cross-interrogatory he saith: No; not to my recollection.

434. To the 434th cross-interrogatory he saith: I did not so decline, to my recollection, and no other person or persons called on me in reference to these drafts that I recollect.

435. To the 435th cross-interrogatory he saith: I do not recollect that any person called on me in reference to these drafts, or had any interview with me, except Phetteplace & Seagrave, or that any such enquiries were made.

436. To the 436th cross-interrogatory he saith: I do not recollect of any such enquiries.

437. To the 437th cross-interrogatory he saith: I do not recollect so advising.

438. To the 438th cross-interrogatory he saith: I did not object to a sale of these drafts to any one.

439. To the 439th cross-interrogatory he saith: I never gave any written statement to any one. I made general statements of my affairs to all who enquired, in which these drafts were included. I made only general statements, as I have already stated.

440. To the 440th cross-interrogatory he saith: Phetteplace & Seagrave presented said draft to me, and I paid them in settlement with them, in November, 1854. I paid them in full.

441. To the 441st cross-interrogatory he saith: Said draft was drawn by myself, accepted by Isaac Merritt & Co., and endorsed by Samuel Harris.

442. To the 442d cross-interrogatory he saith : It was.

443. To the 443d cross-interrogatory he saith : To Isaac Merritt & Co., or Samuel Harris, for which I never received any value.

444. To the 444th cross-interrogatory he saith: I do not know.

214 445. To the 445th cross-interrogatory he saith : I do not know.

446. To the 446th cross-interrogatory he saith : J. D. Burgess called on me and said he held a draft drawn by me, and accepted by Isaac Merritt & Co., and endorsed by Samuel Harris, for $3,000. I presume it was this draft ; I did not see it. I don't remember what was said further, excepting Mr. Burgess remarked that he should not trouble me, or words to that effect. I do not remember that any other person or persons called upon or had any interview with me in relation to this piece of paper, until it was presented to me by Phetteplace & Seagrave, when I paid it. I do not recollect particularly the conversation which took place at this time, further than they said they wanted it paid.

447. To the 447th cross-interrogatory he saith : No proposition was ever made to me for the purchase of said draft, excepting that of Phetteplace & Seagrave, that I should pay it. I do not recollect the conversation particularly.

448. To the 448th cross-interrogatory he saith : I do not recollect that I ever so advised, and do not think I did.

449. To the 449th cross-interrogatory he saith : I do not recollect that I ever so declined.

450. To the 450th cross-interrogatory he saith : I do not recollect of so telling any person.

451. To the 451st cross-interrogatory he saith : I do not recollect of any such enquiry by any one.

452. To the 452d cross-interrogatory he saith : I do not recollect of any such enquiry by any person.

453. To the 453d cross-interrogatory he saith : I never did to my recollection.

454. To the 454th cross-interrogatory he saith : I never objected to its sale to any one.

455. To the 455th cross-interrogatory he saith : I never gave any written statement to any one. I only made general statements of my affairs, in which this draft was included, to all persons who enquired. I made only general statements, as I have already stated.

456. To the 456th cross-interrogatory he saith : Phetteplace & Seagrave presented said draft to me, and I paid it in settlement with them, in November, 1854. I paid it in full.

215 457. To the 457th cross-interrogatory he saith : I did.

458. To the 458th cross-interrogatory he saith : I did not. I always received its full equivalent in value from them, or in payment of my debts due to them.

459. To the 459th cross-interrogatory he saith : I did not.

460. To the 460th cross-interrogatory he saith : They did not.

461. To the 461st cross-interrogatory he saith : I had not.

462. To the 462d cross-interrogatory he saith : I never had pro-

perty in the hands of Phetteplace & Seagrave, for which I had not received a full equivalent, and therefore had no demand on them, and made none.

463. To the 463d cross-interrogatory he saith : I never had any in their hands, as I have already stated.

464. To the 464th cross-interrogatory he saith : All that I have ever received from them since that time, is as follows : Groceries furnished my family, up to December, 1855, and small sums borrowed of them by my wife in my absence, and also myself ; said bill of groceries amounted to $72 62; and said small sums so borrowed amounted to $1,464 30. Of these amounts I have paid $646 49; leaving a balance due them of $890 43. For the several sums which, as I have stated, were thus borrowed by me personally, I gave my two notes, one for $100, and one for $200. The above amount of $1,464 30, above stated, is all that I have ever received, in any manner, from them since that time.

465. To the 465th cross-interrogatory he saith : I have received all said drafts and notes.

466. To the 466th cross-interrogatory he saith : I have received all of said notes.

467. To the 467th cross-interrogatory he saith : They have delivered all of drafts and notes to me.

468. To the 468th cross-interrogatory he saith : They have delivered all of them.

469. To the 469th cross-interrogatory he saith : They have received from me all the notes, drafts, and stocks mentioned and noted in "Exhibit A," hereunto annexed, and referred to in my answer to the 19th direct interrogatory. This is all that they have received.

216 The Farnum paper is valued in said Exhibit A, hereunto annexed, at $2,129 85. As we had not, at the time of settlement, the means of ascertaining its true value, it was agreed that there should be a subsequent re-valuation of said paper, and I think I gave them 125 shares of the capital stock of the Boston and New York central railroad, or a continuation of the Norfolk county railroad, as collateral, with the understanding, that if not enough was obtained on said Farnum paper and collaterals, they should be secured under the mortgage. That is all they were to receive for said paper so delivered to me.

470. To the 470th cross-interrogatory he saith: I have so delivered the drafts, but have not delivered the notes.

471. To the 471st cross-interrogatory he saith : I have delivered all of said drafts, but neither of said notes.

472. To the 472d cross-interrogatory he saith : I have delivered all of said drafts, but have not delivered any of said notes.

473. To the 473d cross-interrogatory he saith : I have delivered all of said drafts, but have not delivered either or any of said notes. I have already described fully each of said drafts.

474. To the 474th cross-interrogatory he saith : I did employ said Updike as counsel, between said dates, but not previous to February 4th, 1854, to the time of my assignment.

475. To the 475th cross-interrogatory he saith : It was not, to my knowledge. I think he was absent from Providence at that time.

476. To the 476th cross-interrogatory he saith : It was not.

477. To the 477th cross-interrogatory he saith : The mortgage was executed in W. & C. Updike's office. C. A. Updike, as justice of the peace, took the acknowledgement.

478. To the 478th cross-interrogatory he saith : He was my counsel in said suit ; but I don't remember whether he advised said suit or not. I left Providence before the suit was brought to trial, and left the suit in Mr. Updike's hands ; and that is all I know
217 about it.

479. To the 479th cross-interrogatory he saith : All that said Updike could have known respecting said transfers was from information he got from writing papers I requested him to draw up for me. He was not consulted about said transfers ; and as far as I know had no knowledge of them. He knew nothing of my settlement with Phetteplace & Seagrave, as far as I know.

480. To the 480th cross-interrogatory he saith : I have never made any settlement or compromise with any of my creditors, nor directed Phetteplace & Seagrave to pay them anything in any way or shape. I never had anything in Phetteplace & Seagrave's hands to direct to be paid out.

481. To the 481st cross-interrogatory he saith : Before appearing before the commissioner, Mr. Bridgham, to give my testimony in this suit, I prepared full minutes of answers to such interrogatories and cross-interrogatories as might be propounded to me. In preparing such minutes I referred to two memorandum books in my possession ; to minutes of my settlement with Phetteplace & Seagrave, which I took at the time, and to account furnished me recently by Phetteplace & Seagrave in reference to my present account with them. These minutes so prepared by me I made use of, and referred to, in giving my foregoing answers to the above interrogatories and cross-interrogatories, as they were each successively read to me by the commissioner.

482. To the 482d cross-interrogatory he saith : I have consulted only the minutes I have spoken of prepared by me, before appearing on this examination before the commissioner.

483. To the 483d cross-interrogatory he saith : I have only used and consulted on this examination the minutes I have referred to, prepared by myself, previous to my appearing to testify before the commissioner. I have no objection whatever to annex said minutes; but the matters and things therein contained are each and all embodied in and more fully set forth in foregoing answers ; and said minutes would only be a less intelligible repetition of the same, and I presume are not required or called for by this interrogatory ; and I prefer, if practicable, to retain said minutes for my own future reference, unless I can obtain from the court a copy of my fore-
218 going answers, without expense.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 7th of November, 1859. Before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

The further examination of the witness is adjourned to Tuesday, November 8, 1859, at 3 o'clock p. m.

JOSEPH BRIDGHAM,
U. S. Commissioner.

TUESDAY, *November* 8, 1859.

On this 8th day of November, 1859, the witness, Edward Seagrave, appears pursuant to adjournment, and his examination being continued, he did depose, testify and say, in answer to the cross-interrogatories hereunto annexed, as follows, to wit :

484. To the 484th cross-interrogatory he saith : I have only used on this examination the minutes prepared by me before appearing before the commissioner to testify. In making up the minutes, which I did at my own house and counting room, I referred to two memorandums or bill books kept by me at my residence. They are too bulky to annex to this my deposition ; and I have stated in my foregoing answers and in the exhibits annexed all that they contain in reference to this matter. I also referred to minutes of my settlement with Phetteplace & Seagrave, which I took at the time, and which I hereunto annex, and which are severally marked by the commissioner, Exhibit C, Exhibit D, and Exhibit E. I also referred, as I have stated, to accounts furnished me by Phetteplace & Seagrave, in reference to my present account with them, which said accounts I hereunto annex, and which are severally marked by the commissioner, Exhibit F, Exhibit G, and Exhibit H. These are all the books and papers I have consulted in preparing for, or giving this my testimony.

485. To the 485th cross-interrogatory he saith : The minutes which I prepared, and which I have alone consulted and referred to in answering the foregoing interrogatories and cross-interrogatories, were prepared by myself about four weeks since. Mr. Geo.
219 A. Seagrave and his counsel, W. H. Potter, esq., called on me and questioned me as to what I knew about the matter. Soon after this I commenced preparing the minutes I have referred to, and as the matters in question were many and complicated, and I desired to state fully, distinctly and correctly all I knew in reference to them, I got Mr. Henry F. Walling, a neighbor and connection of mine, to assist me about it, at my house in Brooklyn. No one else assisted me in preparing them, and no one gave me advice or instructions in preparing them.

486. To the 486th cross-interrogatory he saith: I think I told Samuel Harris, after he and Isaac Merritt & Co. stopped payment, that I thought I could pay my own debts and have about $50,000 worth of property left. He wanted to get that into their hands. I told him that he and Isaac Merritt & Co. never would get another cent

of my property into their hands; that they had already got over $38,000 from me, upon their written obligation to indemnify me against said paper, which they had not done. I might have said I should keep it safe from them. I said nothing about placing it and keeping it safe other than that.

487. To the 487th cross-interrogatory he saith: No, I did not; what I did say was this—that there should not another cent of my property go into Isaac Merritt & Co.'s or Samuel Harris's hands; I would lie in jail first. I think that was what I said.

EDWARD SEAGRAVE.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this 8th day of November, 1859. Before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

EXHIBIT A.

	Francis Callahan's note, dated Oct 1st. 1852, payable to and endorsed by Edward Seagrave, and payable 2 years and 6 months from date. Interest payable semi-annually for $700 00; int. 43 days, $5 02	$705 02
220	Francis Callahan's note, dated Oct. 1st, 1852, endorsed by Edward Seagrave, payable 3 years after date. Interest semi-annually, $700 00; int. 43 days, $5 02	705 02
	Francis Callahan's note, dated Oct. 1st, 1852, endorsed by Edward Seagrave, payable 3 years, 6 months after date. Interest semi-annually for $700 00; int. 43 days, $5 02	705 02
	Francis Callahan's note, dated Oct. 1st, 1852, endorsed by Edward Seagrave, payable 4 years after date. Interest semi-annually for $700 00; 43 days int., $5 02	705 02
	Francis Callahan's note, dated Oct. 1st, 1852, endorsed by Edward Seagrave, payable 4 years, 6 months after date. Interest semi-annually for $700 00; 43 days int., $5 02	705 02
	Francis Callahan's note, dated Oct. 1st, 1852, endorsed by Edward Seagrave, payable 5 years after date. Interest semi-annually for $700 00; int. 43 days, $5 02	705 02
	Seagrave & Steere's note, dated April 1st, 1852, endorsed by Edward Seagrave, payable 4 years after date. Interest semi-annually for $6,000 00; int. 43 days, $43 00	6,043 00
	Seagrave & Steere's note, dated April 1st, 1852, endorsed by Edward Seagrave, payable 5 years after date. Interest semi-annually for $5,000 00; int. 43 days, $35 83	5,035 83

Edward Seagrave's note, dated April 14th, 1851, endorsed by W. & D. D. Farnum, payable at bank 4 years 8 months from date. Less interest on $19,000 00, $1,263 50 ..... 17,736 50

Carried over $33,045 45

EXHIBIT A.

Referred and testified to by the witness, Edward Seagrave, in his foregoing deposition, taken before me.

JOSEPH BRIDGHAM,
U. S. Commissioner.

221 Amount brought over $33,045 45

NOVEMBER 15*th*, 1854.

Wauregan stock at par value, $6,250, at 60 per cent., the price I sold it at, $3,750 00.		
Deduct my note due Jan. 4th, 1855, less interest, $5 24	$619 26	
Deduct my note due Feb. 4th, 1855, less interest, $8 44	616 56	
Deduct my note due March 4th, 1855, less interest, $11 35	613 65	
Balance	1,900 03	
	$3,750 00	
Balance from above, due on Wauregan mill stock		1,900 03
Balance due on Seagrave & Steere's note, payable to order of Edward Seagrave, 3 years from April 11, 1852, int. semi-annually for $6,000 00		2,267 28
James S. Phetteplace's note, dated Feb. 14, 1854, endorsed by Edward Seagrave, on demand, with interest		4,514 00
W. & D. D. Farnum's note, dated March 11th, 1854, at 4 months, for	$1,500 00	
W. & D. D. Farnum's note, dated March 11th, 1854, at 4 months, for	1,500 00	
W. & D. D. Farnum's note, dated March 20th, 1854, at 4 months, for	2,000 00	
W. & D. D. Farnum's note, dated March 11th, 1854, at 4 months, for	1,500 00	
W. & D. D. Farnum's note, dated April 8th, 1854, at 4 months, for	600 00	
The above 5 notes amount to	$7,100 00	
Was estimated with collateral stock of railroad, to be adjusted		2,129 85

222 My note secured by mortgage for amount of balance due Phetteplace & Seagrave, in settlement with them, in November, 1854..... 5,258 73

$49,115 34

EXHIBIT A.

Referred and testified to by the witness, Edward Seagrave, in his foregoing deposition, taken before me.

JOSEPH BRIDGHAM,
U. S. Commissioner.

EXHIBIT B.

Feb.	4,	1854,	$2,525 50	April	4,	1854,	$5,000 00
"	7,	"	2,525 50	"	7,	"	1,000 00
"	7,	"	2,525 50	"	7,	"	1,000 00
"	11,	"	2,525 50	"	7,	"	1,000 00
"	14,	"	2,525 50	"	11,	"	5,000 00
"	16,	"	2,525 50	"	12,	"	1,500 00
"	22,	"	2,525 50	"	12,	"	1,500 00
"	22,	"	2,525 50	"	12,	"	1,500 00
"	25,	"	2,525 00	"	17,	"	1,200 00
"	25,	"	3,000 00	"	18,	"	5,000 00
"	25,	"	3,000 00	"	28,	"	5,000 00
"	25,	"	3,000 00	"	25,	"	5,000 00
"	25,	"	3,000 00	"	29,	"	5,000 00
"	28,	"	2,525 50	May	2,	"	5,000 00
March	2,	"	2,525 50	"	3,	"	1,300 00
"	4,	"	2,525 50	"	8,	"	1,300 00
"	4,	"	2,525 50	"	8,	"	1,000 00
"	6,	"	2,525 50	"	8,	"	5,000 00
"	8,	"	2,525 50	"	8,	"	1,000 00
"	8,	"	1,000 00	223	10,	"	3,000 00
"	8,	"	1,000 00	"	10,	"	3,000 00
"	10,	"	2,525 50	"	10,	"	3,000 00
"	11,	"	2,525 50	"	12,	"	1,500 00
"	15,	"	2,525 50	"	12,	"	1,500 00
"	16,	"	2,525 50	"	15,	"	5,000 00
"	18,	"	2,525 50	"	17,	"	1,200 00
"	22,	"	2,525 50	"	24,	"	2,500 00
"	22,	"	2,525 50	June,	22,	"	3,000 00
"	23,	"	2,525 50	"	24,	"	2,800 00
"	25,	"	3,000 00	"	27,	"	3,000 00
"	25,	"	3,000 00	"	29,	"	2,000 00
"	27,	"	5,000 00	"	30,	"	2,500 00
"	28,	"	5,000 00				

Total number of protests, all from Union Bank, New York, sixty-five.

EXHIBIT B.

Referred and testified to by the witness, Edward Seagrave, in his foregoing deposition, taken before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

EXHIBIT C.

Providence, November 13th, 1854.

			Int. and Exp.	
Draft due	June 27, 1854,	$3,000 00	$70 25	$3,070 25
"	Feb. 25, "	3,000 00	131 40	3,131 40
"	June, 25, "	2,800 00	66 55	2,866 55
Note due	May 7, "	2,372 91	76 07	2,448 98
"	" 7, "	2,372 92	76 01	2,448 93
Draft due	" 10, "	3,000 00	94 08	3,094 08
"	" 10, "	3,000 00	94 08	3,094 08
"	Feb. 7, "	2,525 50	118 44	2,643 94
"	March 4, "	2,525 50	128 96	2,654 46
"	" 6, "	2,525 50	129 74	2,655 29
"	Feb. 22, "	2,525 50	131 06	2,656 56
"	" 16, "	2,525 50	143 69	2,669 19
"	March 4, "	2,525 50	128 96	2,654 46
				$36,088 17

Providence, Nov. 15, 1854.

Draft due	March 25–28, 1854,	$5,000 00	194 23	5,194 23
"	June 27–30, "	2,500 00	58 25	2,558 55
"	Feb. 19–22, "	2,525 50	112 71	2,638 46
"	" 25–28, "	2,525 50	110 43	2,635 93
				$49,115 34

224 EXHIBIT C.

Referred and testified to in the foregoing deposition of Edward Seagrave, taken before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

EXHIBIT D.

NOVEMBER 15, 1854.

Wauregan stock, at 60 per cent			$3,750 00
Deduct note due Jan. 4, 1855, less int.	$5 24	$619 76	
" " Feb. 4, " "	8 44	616 56	
" " Mar. 4, " "	11 35	613 65	
Balance		1,900 03	
			3,750 00

Stock	1,900 03	
Josiah	2,267 28	
J. S. P	4,514 00	
E. Seagrave	5,258 73	
W. & D. D. F	2,129 85	collaterals.
	16,069 89	

Balance of note, $6,000 and meant to pay other debts:

Danford Upham	$1,362 81
Ruth Fowler and heirs	836 52
Other debts	1,500 00

EXHIBIT D.

Referred and testified to by Edward Seagrave, in his foregoing deposition, taken before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

EXHIBIT E.

Providence, Nov. 13, 1854.

Oct. 1st,	$700	2y. 6m.	Int.	43 days,	$5 02	$705 02	F. C.
"	700	3y.	"	43 "	5 02	705 02	"
"	700	3y. 6m.	"	43 "	5 02	705 02	"
"	700	4y.	"	43 "	5 02	705 02	"
"	700	4y. 6m.	"	43 "	5 02	705 02	"
"	700	5y.	"	43 "	5 02	705 02	"
225 April 1st,	6,000	4y.	Int.	43 days	$43 00	$6,043 00	S. & S.
"	5,000	5y.	"	43 "	35 83	5,035 83	"
April 14,	19,000	5y. 8m.		Less	1,263 50	17,736 50	E. S.
						33,045 45	

Due from Wauregan stock	$1,900 03
J. Seagrave, Jr.'s note	2,267 28
J. S. Phetteplace's note, and int. to date	4,514 00
E. Seagrave's note	5,258 73
W. & D. D. Farnum's note	2,129 85
	$49,115 34

EXHIBIT E.

Referred and testified to by Edward Seagrave, in his foregoing deposition, taken before me.

JOSEPH BRIDGHAM,
United States Commissioner.

EXHIBIT F.

$200. PROVIDENCE, *July* 2, 1855.

On demand, after date, for value received, I promise to pay to the order of Phetteplace & Seagrave two hundred dollars, with interest.

EDWARD SEAGRAVE.

$100 PROVIDENCE, *July 18th*, 1825.

On demand, after date, for value received, I promise to pay to the order of Phetteplace & Seagrave one hundred dollars, at our office, with interest.

EDWARD SEAGRAVE.

Endorsed: Received, Providence, Aug. 24, 1856, on the wit h in one hunred and seventy-eight 32-100 dollars, $178 32.

EXHIBIT F.

Referred and testified to by Edward Seagrave, in his foregoing deposition, taken before me.

JOSEPH BRIDGHAM,
United States Commissioner.

226 EXHIBIT G.

Mr. Edward Seagrave to Phetteplace & Seagrave—

1854.			
Nov.	18, mchdz. per bill	$25	48
Nov.	20 ··do·····do	22	92
Nov.	24 ··do·····do	3	17
1855.			
Jan.	2 ··do·····do	18	27
Jan.	3 ··do·····do		88
Jan.	4 ··do·····do	1	65
Jan.	6 ··do·····do		25
Sept.	8, cash	100	00
Sept.	21 ··do	20	00
Sept.	24 ··do	6	00
Sept.	25 ··do	11	00
Oct.	4 ··do	106	25
Oct.	11 ··do	5	00
Oct.	17 ··do	25	00
Oct.	20 ··do	3	50
Oct.	22 ··do	3	60
Nov.	7 ··do	5	00
Nov.	11 ··do	200	00
Dec.	31, interest	10	78

1856			
Jan. 1, cash		106 25	
March 19 do		4 32	
May 14 do		350 00	
July 23, interest		7 60	
1855.			
June 14. cash		200 00	
			$1,236 92

CR.

856.		
July 23. By cash of Josiah Seagrave, jr.		468 17
		$768 75

EXHIBIT G.

Referred and testified to by the witness, Edward Seagrave, in his foregoing deposition, taken before me,

JOSEPH BRIDGHAM,
United States Commissioner.

227 EXHIBIT H.

Mr. Edward Seagrave,
To Phetteplace & Seagrave, Dr:

To amount groceries	$72 62
To amount borrowed money	1,464 30
	$1,536 92

CR.

By amount paid	646 49
Balance due from notes and account is	$890 43

EXHIBIT H.

Referred and testified to by the witness, Edward Seagrave, in his foregoing deposition, taken before me,

JOSEPH BRIDGHAM,
U. S. Commissioner.

COMMISSIONER'S RETURN.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Joseph Bridgham, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States,"

passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act, "An act to establish the judicial courts of the United States," passed September 24th, 1789—do hereby certify that the reason for taking the foregoing deposition is, and the fact is, the witness resides
228 more than one hundred miles from the place of trial of the within entitled cause.

I further certify that no notification of the time and place of taking the said deposition signed by me was made out and served on the opposite party to be present at the taking of the said deposition, and to put interrogatories if he or they might think fit; but that said deposition was taken pursuant to the commission hereunto annexed, and according to and in compliance with the directions and instructions therein contained.

I further certify that on the 2d, 3d, 4th, 5th, 7th and 8th days of November, in the year of our Lord one thousand eight hundred and fifty-nine, I was attended by the witness, who was of sound mind and lawful age; and the witness was by me first carefully examined and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth; and the deposition was by me reduced to writing, in the presence of the witness, and from his statements; and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said deposition in my possession, for the purpose of signing, sealing, directing and forwarding the same to the court for which the same was taken.

And I do further certify that I am not of counsel or attorney for either of the parties in the said deposition and caption named, nor in any way interested in the event of the cause named in said caption.

In testimony whereof, I have hereunto set my hand and seal, this twenty-ninth day of November, in the year of our Lord one thousand eight hundred and fifty-nine, and of the independence of the United States the eighty-fourth.

JOSEPH BRIDGHAM. [SEAL]

United States commissioner, duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit.

229 *Interrogatories to William J. Cross.*

Interrogatories to be propounded to William J. Cross, of Providence, a witness on the part of the defendants.

1. State your age, residence and occupation.

2. Was you one of the late firm of Hill, Carpenter & Co., of Providence? If so, state who composed that firm, and where they transacted business; and where each of the members of said firm resided from 1853 to 1856.

3. State whether or not said firm failed in business, and if so, when.

4. State whether or not your said firm, at any time, were creditors of Edward Seagrave, then of Providence; and whether or not your said firm held and owned the paper specified in schedule hereto annexed, marked A.

5. If your said firm ever owned the paper specified in said schedule A, state whether or not the property in said paper, and the right to the proceeds thereof, belonged to your said firm the time of their said failure.

6. State whether or not said paper, or the proceeds thereof, or either, was assigned by your said firm for the benefit of your creditors.

7. State whether or not you, yourself, or your said firm, ever, to your knowledge, gave to Parker, Chapman & Co., of New York, any right, title, or interest in and to said paper or the proceeds thereof.

8. If you or your said firm ever transferred said paper to Parker, Chapman & Co., state when it was done, and state also whether or not your said firm received any consideration therefor from said Parker, Chapman & Co.; if so, state fully, distinctly and precisely, what that consideration was, in detail, and when it was paid.

9. Will you swear that your said firm ever received from said Parker, Chapman & Co. any consideration whatever for said paper?

10. Will you swear that your said firm ever took, required, or had from said firm of Parker, Chapman & Co., or either of them, or from any other person whatever, any agreement for any remuneration for said paper? If so, state what that agreement was particularly; and if in writing, produce and annex it to this your deposition.

230 11. State whether or not you or your firm have not always claimed, and do not now claim said paper and the proceeds thereof, as belonging to your assignees, and as assets for your creditors under your said assignment.

12. Have you not stated to your creditors that the said paper and judgment had thereon belonged to your said assigness, and if anything was received, that the same would belong to and be a part of your said firm's assets?

13. State whether or not your said assignees since your assignment have not claimed said paper and judgment as part of their assets under said assignment and have not so represented to your creditors.

14. State whether or not you have been authorized to act, and have acted, for your said assignees, in the settlement of your said assigned estate.

15. State whether or not, while so acting as agent for said assignees, in the settlement of your said assigned estate, you have not treated and claimed said paper and judgment and proceeds thereof, as part of your said assets, and as the property of said assigned estate, and so stated and represented to your said firm's creditors.

16. Do you know, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this your examination, or the matter in question in this cause? And if yea, set forth the same fully and at large in your answer.

WM. H. POTTER,
Solicitor for defendants.

1378

A.

[Copies.]

1.

$1,000. PROVIDENCE, *November* 5, 1853.

Four months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to the account of
EDWARD SEAGRAVE.

ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

231

2.

$5,000. PROVIDENCE, *October* 1, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

3.

$1,000. PROVIDENCE, *November* 4, 1853.

Five months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

4.

$1,000. PROVIDENCE, *November* 4, 1853.

Five months after date, pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris, Hill, Carpenter & Co.

5.

$5,000. PROVIDENCE, *October* 8, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

232 6.

$5,000. PROVIDENCE, *October* 15, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

7.

$5,000. PROVIDENCE, *October* 22, 1853.

Six months after date, pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

8.

$5,000. PROVIDENCE, *October* 29, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

9.

$5,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

233 10.

$1,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

11.

$1,000. PROVIDENCE, *November* 5, 1853.

Six months after date pay to the order of Samuel Harris one thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

12.

$3,000. NEW YORK, 11*th mo.* 7, 1853.

Six months after date pay to the order of Samuel Harris three thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

13.

$1,500. PROVIDENCE, *November* 9, 1853.

Six months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

234 14.

$1,500. PROVIDENCE, *Nov.* 9, 1853.

Six months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

15.

$5,000. PROVIDENCE, *November* 12, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

16.

$1,500. PROVIDENCE, *November* 9, 1853.

Six months after date pay to the order of Samuel Harris fifteen hundred dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Accepted on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris, Hill, Carpenter & Co.

17.

$5,000. PROVIDENCE, *September* 24, 1853.

Six months after date pay to the order of Samuel Harris five thousand dollars, value received, and charge the same to account of
EDWARD SEAGRAVE.

To ISAAC MERRITT & Co.,
166 *Pearl street, New York.*

(Acceptance on the face.)
Payable at the Union Bank, Isaac Merritt & Co.
(Endorsed on the back,) Samuel Harris.

235 RHODE ISLAND DISTRICT, *ss:*

CLERK'S OFFICE CIRCUIT COURT,
Providence, May 11, 1859.

I, Henry Pitman, clerk of said court for said district, do hereby certify that the above foregoing five pages contain a true copy of copies of drafts annexed to the depositions of Jonathan J. Ely and Joseph S. York, taken in the case, Parker, Chapman & Co. *versus* Edward Seagrave, decided at the November term of said court, A. D. 1854.

[L. S.] In testimony whereof, I have hereunto set my hand and the seal of said court, on the day and year above written.
Signed.
HENRY PITMAN, *Clerk.*

Deposition of William J. Cross.

I, William J. Cross, of the city of Providence, in the district of Rhode Island, being duly sworn according to law, on oath depose and say, in answer to the several interrogatories propounded to me by the commissioner.

1. In answer to the 1st interrogatory he saith: Forty-five years of age; residence in Providence; my occupation is clerk.

2. In answer to the 2d interrogatory he saith: Yes. The firm of Hill, Carpenter & Co. to the 1st day of January, A. D. 1854, was composed of Paris Hill, Joseph Carpenter, William J. Cross; from January 1st, 1854, to December 13th, 1854, it was composed of the same persons and William S. Merrill and George H. Wilbur. They transacted business in Providence, R. I. I should say they all resided in Providence.

3. In answer to the 3d interrogatory he saith: They failed in December, 1854.

4. In answer to the 4th interrogatory he saith: Our firm was at one

time creditors of Edward Seagrave, then of Providence, and we did hold and own said paper.

5. In answer to the 5th interrogatory he saith: The paper, or the proceeds thereof, did not belong to said firm at that time.

236 6. In answer to the 6th interrogatory he saith: They were not.

7. In answer to the 7th interrogatory he saith: Our said firm did.

8. In answer to the 8th interrogatory he saith: Our said firm did so transfer said paper to Parker, Chapman & Co. on or about the 24th day of October, A. D. 1854. A copy of said transfer is here presented, which I annex to my deposition, marked B; and the consideration received therefor is expressed in said deed of transfer. The transfer was not signed by Mr. Hill, on account of his temporary absence, but was the act of the firm, and ratified by him on his return; and the transfer and the notes and drafts were delivered to Parker, Chapman & Co., and they commenced a suit on them forthwith. I cannot state more precisely in detail what that consideration was, or when it was paid, as it was the balance due from Hill, Carpenter & Co. to Parker, Chapman & Co. on an account which had long been outstanding, and containing many items on both sides, the details of which I cannot more particularly recollect.

9. In answer to the 9th interrogatory he saith: I will so swear.

10. In answer to the 10th interrogatory he saith: We do not take any such agreement for consideration, because the consideration for said transfer had been at the time of said transfer already advanced and paid. What the consideration was, appears in the copy of the transfer annexed to my answer to interrogatory eighth. The paper so transferred was failed paper, to which a definite value could not be given.

11. In answer to the 11th interrogatory he saith: Neither myself, nor my said firm, have ever so claimed or now claim said paper, or the proceeds thereof. We have only claimed that any balance received over and above our indebtedness to said Parker, Chapman & Co., to secure which said transfer was made, should belong to us.

12. In answer to the 12th interrogatory he saith: I have not so stated to my creditors; but in the expectation that the whole amount involved in this suit would be received of Phetteplace & Seagrave, I have stated to my creditors that our firm would have a claim upon the assignees of Parker, Chapman & Co., the same that we should have had upon Parker, Chapman & Co. themselves, for any

237 surplus received over and above the amount of our liability and indebtedness to them, to secure which the transfers were made.

13. In answer to the 13th interrogatory he saith: I know not what representations the assignees of Hill, Carpenter & Co. have made to creditors. Mr. Mason and Mr. Jenckes in speaking to me about the matter, have always, as I have understood, spoken with reference to the *balance* that might remain in the hands of Parker, Chapman, & Co.'s assignee, after their claim against Hill, Carpenter & Co. was discharged in full.

14. In answer to the 14th interrogatory he saith: I have, in certain matters.

15. In answer to the 15th interrogatory he saith: I have not, while so acting, so treated and claimed said paper and judgment or proceeds thereof; or so stated and represented to my firm's said creditors. The only claim I have ever made to said paper, judgment, or proceeds therof, or that I have ever represented to my creditors that my firm possessed, was a claim for any surplus received by Parker, Chapman & Co. in this suit over and above the amount of our liability and indebtedness to them, to secure which the aforesaid transfer was made.

16. In answer to the 16th interrogatory he saith: I know of nothing further.

WILLIAM J. CROSS.

Witness' fees—one day····· $1 50
One mile travel, 10

$1 60

Subscribed and sworn to before me this thirteenth day of December, 1859.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees, $2 65.

238 B.

Annexed to the deposition of William J. Cross, this 30th day of November, A. D. 1859, by me,

JOSEPH S. PITMAN,
Commissioner.

Whereas the firm of Hill, Carpenter & Co., of which Paris Hill, Joseph Carpenter, and William J. Cross, of Providence, in the county of Providence and State of Rhode Island, are members, is indebted to John S. Parker and Vincent Chapman, of Williamsburg, in the county of Kings and State of New York, and Samuel B. Tobey, jr., of the city and county of New York, in said State of New York, constituting the firm of Parker, Chapman & Co., in a large sum by book account, promissory notes and otherwise; and whereas, the said Paris Hill, Joseph Carpenter and William J. Cross are desirous of rendering said Parker, Chapman & Co. additional security against any loss by reason of any indebtedness; and whereas, the said Paris Hill, Joseph Carpenter, and William J. Cross are the holders and possessors, as the former firm of Hill, Carpenter & Co., of certain drafts, acceptances, or bills of exchange, drawn by Edward Seagrave, endorsed by Samuel Harris, and accepted by Isaac Merritt & Co.:

Now, therefore, know all men, that we, the said Paris Hill, Joseph Carpenter, and William J. Cross, constituting the former firm of Hill, Carpenter & Co. as aforesaid, for and in consideration of the premises

aforesaid, do hereby assign, transfer, set over and convey, as collateral security as aforesaid, unto the said Parker, Chapman & Co. the following described drafts, acceptances or bills of exchange, all of which are drawn by said Edward Seagrave, endorsed by said Samuel Harris, and accepted by said Isaac Merritt & Co.

	One	dated	Nov.	12,	1853,	payable	6 mo. after date, for	$5,000
	"	"	"	5,	"	"	6 "	1,000
	"	"	"	5,	"	"	6 "	1,000
	"	"	"	9,	"	"	6 "	1,500
	"	"	"	9,	"	"	6 "	1,500
	"	"	"	5,	"	"	6 "	5,000
	"	"	Oct.	29,	"	"	6 "	5,000
	"	"	Nov.	4,	"	"	6 "	1,000
	"	"	Oct.	1,	"	"	6 "	5,000
239	"	"	"	8,	"	"	6 "	5,000
	"	"	"	15,	"	"	6 "	5,000
	"	"	"	22,	"	"	6 "	5,000
	"	"	Sept.	24,	"	"	6 "	5,000
	"	"	Nov.	7,	"	"	6 "	3,000
	"	"	"	5,	"	"	4 "	1,000
	"	"	"	4,	"	"	5 "	1,000
	"	"	"	9,	"	"	5 "	1,500

Witness our hands and seals this day of October, A. D. 1854.

[SEAL.]

JOSEPH CARPENTER. [SEAL.]

WILLIAM J. CROSS. [SEAL.]

In presence of—

CHARLES V. WARE.

Interrogatories to Earl P. Mason.

Interrogatories to be propounded to Earl P. Mason, of Providence, a witness on the part of the defendants.

1. State your age, residence, and occupation.

3. Do you know the late firm of Hill, Carpenter & Co., of said Providence? If so, state who composed said firm.

3. State where the said members of said firm resided, from 1853 till 1855 or 1856.

4. State whether or not said firm of Hill, Carpenter & Co. failed in business; and if so, when?

5. State whether or not you was one of the assignees of said Hill, Carpenter & Co. under their general assignment, and who were the other assignees.

6. State whether or not you, as such assignee, have always claimed and treated, and now claim and treat, the judgment obtained nominally by Parker, Chapman & Co., of New York, against Edward Seagrave, in the U. S. circuit court in this district, at its November term, 1854, as the property of said assignees, and as part of the assets of said assigned estate of Hill, Carpenter & Co.

7. State whether or not said Parker, Chapman & Co. and their assignee, George Stevenson, of New York, knew of you as said assignee, so claiming said judgment as the property of the estate of Hill, Carpenter & Co.; and if so, did they, or either of them,
240 ever deny your right or title to the same?

8. State whether or not said Parker, Chapman & Co. ever paid or gave said Hill, Carpenter & Co. any consideration for said judgment, or the claims on which it was founded; if so, what was it, and when was it?

9. State whether or not you or your co-assignees ever, to your knowledge, received anything from Parker, Chapman & Co. for said paper and judgment; and if so, when and what?

10. Have you or your co-assignees, to your knowledge, ever given to said Parker, Chapman & Co. any right, title, or interest, in said judgment or paper on which it was founded; if so, when and what was it?

11. State whether or not said Parker, Chapman & Co. have interfered with your claim to said judgment, or the proceeds thereof, or have ever denied your right to the same as assignee of said Hill, Carpenter & Co.

12. Should anything be recovered in this suit, have Parker, Chapman & Co., or their assignee, George Stevenson, any right to the same?

13. Have you not always claimed and treated this judgment as part of the assigned estate of Hill, Carpenter & Co.; and have you not repeatedly and publicly so stated to their said creditors?

14. State whether Parker, Chapman & Co. have not known that you so claimed said judgment and the proceeds thereof.

15. State whether or not said assigned estate of Hill, Carpenter & Co. is to pay the expenses of this suit.

16. State whether or not you and your co-assignees at any time appointed or authorized William J. Cross to act for said assignees in the settlement of said assigned estate of Hill, Carpenter & Co.; and whether or not he has acted under such appointment.

17. Do you know, or can you set forth, or any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this your examination, or the matters in question in this cause; and if yea, set forth the same fully and at large in your answer.

WM. H. POTTER.
Defendants' Solicitor.

241 *Deposition of Earl P. Mason.*

Earl P. Mason, of Providence, in the district of Rhode Island, being duly sworn according to law, on oath deposeth and saith as follows:

1. In answer to the 1st interrogatory he saith: I reside in Providence; age, fifty-five; druggist.

2. In answer to the 2d interrogatory he saith: I do. It was composed of Paris Hill, Joseph Carpenter, and William J. Cross, up to January 1st, 1854. At that time they took in William S. Merrill and George H. Wilbur, and the firm was continued in the same name.

3. In answer to the 3rd interrogatory he saith : They all resided in Providence, so far as I know.

4. In answer to the 4th interrogatory he saith : They did fail in December, 1854.

5. In answer to the 5th interrogatory he saith : I was one of their assignees under their general assignment. The others were Thomas A. Jenckes and Josiah Seagrave.

6. In answer to the 6th interrogatory he saith : We never claimed their judgment as the property of the assignees. We have claimed of the assignee of Parker, Chapman & Co. whatever balance there might be after Parker, Chapman & Co.'s claim on Hill, Carpenter & Co. was paid.

7. In answer to the 7th interrogatory he saith : I made no such claim as the question supposes. I never had any conversation or correspondence with either of them on the subject, individually, or as assignee.

8. In answer to the 8th interrogatory he saith : Those claims were transferred to Parker, Chapman & Co. before Hill, Carpenter & Co.'s assignment ; and I have no knowledge of what consideration was paid.

9. In answer to the 9th interrogatory he saith : We did not. The transaction took place previous to the assignment of Hill, Carpenter & Co.

10. In answer to the 10th interrogatory he saith : I have not ; nor have my co-assignees, to my knowledge.

11. In answer to the 11th interrogatory he saith : This question has been answered in my previous answers.

12. In answer to the 12th interrogatory he saith : They have a right to all which is recovered to the extent of Parker, Chap-
242 man & Co.'s claim on Hill, Carpenter & Co. If no more is recovered in this suit than the amount of their claim, the assignee of Parker, Chapman & Co. will be entitled to the whole.

13. In answer to the 13th interrogatory he saith : I have already stated what claim we have made. That claim I have repeated and publicly stated to their creditors.

14. In answer to 14th interrogatory he saith : Not to my knowledge.

15. In answer to the 15th interrogatory he saith : Not that I am aware of.

16. In answer to the 16th interrogatory he saith : We have instructed Mr. Cross to act for us on special occasions ; but have never appointed him to act as general agent for us in the settlement of said estate. Nor has he acted for us to my knowledge, except as instructed. He has acted as instructed.

17. In answer to the 17th interrogatory he saith : I have no further knowledge on the subject.

EARL P. MASON.

Witness' fees—one day's attend.	$1 50
Two miles' travel	10
	$1 60

Sworn to and subscribed before me this 30th day of August, A. D. 1860.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees, $1 30.

Interrogatories to Walter W. Updike.

Interrogatories to be propounded to Walter W. Updike, of Providence, one of the defendants in said cause, a witness on the part of the other defendants in said cause, under an order of said court.

1. State your age, residence, and occupation.
2. Are you one of the defendants in said cause; and have you read said bill and filed your answer to the same?

243 3. State what knowledge, if any, you have of the making or execution of the mortgage specified in said bill, as made by said Edward Seagrave to said Phetteplace & Seagrave, at or before its execution.

4. State when you first knew or heard of said mortgage.
5. Where was you at the time it purports to have been made?
6. State whether or not you received from said Edward Seagrave an assignment of his property; and if so, state its date; whether or not it was a general assignment for the benefit of his creditors generally.
7. Have you any knowledge, however derived, of any bargain, understanding, or agreement, between said Edward Seagrave and said Phetteplace & Seagrave, or either of them, directly or indirectly, by which said Phetteplace & Seagrave were to buy up paper on which Edward Seagrave was liable, at a rate not exceeding twenty-five cents on the face thereof; and that the said Edward Seagrave should turn over to said Phetteplace & Seagrave all his property, or the greater portion, including all, or nearly all of his visible and attachable property for said paper, at its full value, or anything to that effect or purpose? If you have any knowledge or suspicion of any such arrangement or understanding in any way or manner, state it fully, and when and how you first knew of the same.
8. State whether or not you ever knew of any creditors of said Edward Seagrave applying to him to take up or pay any of his (Edward Seagrave's) paper, and of said Edward Seagrave's referring them to Phetteplace & Seagrave to buy the same.
9. State whether or not you was counsel for said Edward Seagrave before his said assignment; and if so, how long, and to what extent?
10. State whether or not you had any knowledge of the delivery of the stocks and property referred to in said bill by said Edward Seagrave to Phetteplace & Seagrave; and if so, state what it was, and when it was, full and particularly.
11. Had you any knowledge of the purchase by said Phetteplace & Seagrave of the paper on which Edward Seagrave was liable, specified in said bill; and if so, when, and how did you first know it?

244 12. State whether or not any of the notes or other property alleged in said bill to have been placed in the hands of said Phetteplace & Seagrave by said Edward Seagrave, was ever afterwards treated as or dealt with said Edward Seagrave as his property; and if so, what property it was, when it was, and what was said or done; state fully the circumstances of it being so treated.

13. Did you know, in any manner, of any property being withdrawn by said Edward Seagrave after the same was so conveyed? If so, what was it, when was it, and under what circumstances?

14. State what property you received under said assignment from said Edward Seagrave.

15. State whether or not you knew of anything said by said Edward Seagrave, or act done by him, in or about the making or execution of his said assignment, or afterwards, to defraud or to hinder and delay his creditors in collecting their debts. If you have any such knowledge or suspicion, state it fully.

16. State whether or not you was counsel in the suit by yourself, as such assignee, against the Railroad Bank; and if so, whether said case was fully and honestly presented and tried by you. And if so, how the same was decided, and state whether or not, in the conduct and trial of said cause, there was any understanding or collusion of any kind that the same should not be fully and fairly tried; and if so, what it was.

17. State whether or not said Edward Seagrave, or any of his family have ever, directly or indirectly, received any benefit from the property so assigned to you, or have ever claimed or intimated an expectation that he or they were to have any benefit from the same.

18. State whether you know about the occupation of the real estate in said mortgage or assignment, and what it rented for, and how much was got out of it; and how it was managed, and why so managed.

19. Have you any knowledge, directly or indirectly, of said Edward Seagrave's receiving any benefit from property he turned over to Phetteplace & Seagrave in payment of their claims against him? And if so, state it fully; and also any circumstances which would induce you to suspect or believe that he has received any such benefit, or is to hereafter.

20. What has said Edward Seagrave been doing since his
245 said assignment, and what means had you of knowing whether he has had means, or been, and is poor?

21. If you know of any fraudulent act done by said Edward Seagrave, and by said Phetteplace & Seagrave, or either of them, or of any expression of either of them, of an intent or design to defraud the creditors of said Edward Seagrave, or to hinder and delay them in the collection of their debts, either in the making of said assignment or mortgage, or before, or afterwards, or in any agreement between said Edward Seagrave and Phetteplace & Seagrave, or of any act, matter, or thing said or done by them, or either of them, touching any of the matters charged in said bill, showing or tending to show any intention or design on their part, or on the part of either of them,

or on your part, in any manner to cheat or defraud the creditors of said Edward Seagrave, or to hinder and delay them in the collection of their debts, state it fully and circumstantially.

22. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matter in question in this cause? and if yea, set forth the same fully and at large in your answer.

WM. H. POTTER,
Defendants' Solicitor.

Objections to interrogatories.

Complainants object to the testimony of Walter W. Updike being taken by the respondents, as he is one of the parties to the suit, and therefore incompetent to testify. They furthermore object to each and all of the interrogatories addressed to him as leading, incompetent, and irrelevant.

They object to each and all of the interrogatories addressed to William J. Cross, as leading, incompetent, and irrelevant.

They object to each and all of the interrogatories addressed to Earl P. Mason, as leading, incompetent, and irrelevant.

By their solicitor,

T. A. JENCKES.

246. *Deposition of Walter W. Updike.*

Walter W. Updike, of Providence, of lawful age, being duly sworn according to law, on oath deposes and says:

1. In answer to the 1st interrogatory he saith: Of lawful age; Providence; attorney-at-law.

2. In answer to the 2d interrogatory he saith: I am a party defendant in said cause. I have read said bill, and filed my answer thereto. I believe I am merely a nominal party.

3. In answer to the 3d interrogatory he saith: None whatever.

4. In answer to the 4th interrogatory he saith: I first heard of said mortgage when the property was advertised for sale, under the mortgage, for conditions broken.

5. In answer to the 5th interrogatory he saith: I was in the state of Michigan at the time, and for some time before and some time after it purports to have been made. I learn by the bill, and also from other sources, that said mortgage was drawn at my office, by my brother and partner in business, during my absence.

6. In answer to the 6th interrogatory he saith: I did receive an assignment from him of his property on the 4th day of January, A. D. 1854. It was a general assignment for the benefit of all his creditors, containing some preferences.

7. In answer to the 7th interrogatory he saith: I never had any such knowledge, information, or suspicion; neither did I know that they held any such paper, or any paper against Edward Seagrave;

nor that I had any reason to suspect that he was indebted to them directly or indirectly, in any way, until I saw the advertisement of the sale of some real estate, under the mortgage, and then I heard only of the mortgage notes. I never heard of their purchasing any such notes until so informed by the bill of complaint.

247 8. In answer to the 8th interrogatory he saith: I never knew or heard any creditor apply to him, nor him to refer to any creditor.

9. In answer to the 9th interrogatory he saith: I had answered some cases for him, and done some legal business for him, before his said assignment, and for a year or two previous to that assignment, but was not his principal counsel or attorney, as I knew at the time I was engaged for him that he had other counsel. I believe I did but a small portion of his legal business, and did not even draw his assignment to myself.

10. In answer to the 10th interrogatory he saith: None whatever.

11. In answer to the 11th interrogatory he saith: I had no knowledge whatever of it.

12. In answer to the 12th interrogatory he saith: I never knew or heard of any such.

13. In answer to the 13th interrogatory he saith: Never.

14. In answer to the 14th interrogatory he saith: I received two parcels of real estate situated in Providence, and specifically described in said assignment, subject to mortgages under which said real estate was sold, after the assignment, and received some seventy dollars rent for said estate previous to the sale, sixty dollars of which was paid to the city of Providence for curbstone put in front of said estate by said city; and the whole sum of money received under said assignment being one hundred and thirty-three dollars. I also received, as assignee, a bundle of papers, (a schedule is hereto annexed, marked C.) containing mostly notes and acceptances of Isaac Merrit & Co., which are now in suit in New York city, against the drawers and endorsers. The suit is in my name, as assignee, for about sixty-five thousand dollars against Isaac Merritt & Co., and against Samuel Harris.

15. In answer to the 15th interrogatory he saith: I have no such knowledge or suspicion.

16. In answer to the 16th interrogatory he saith: I was one of the counsel in said case. The case was very fully and thoroughly tried by myself and associate counsel, and was fully and honestly presented. The case was decided against the claim of the assignee, and satisfactorily proved by the defence to the court that Edward Sea-

248 grave's stock in said bank was held by the bank, under their charter, as security for notes held by said bank against him; the said bank having previously sold said stock to satisfy the claim the bank held against said Seagrave. There was not the slightest understanding or collusion of any kind that, in the trial of said cause, it should not be fully and fairly tried, but every effort was made to have said sale set aside. I was exceedingly anxious to have it set aside; so was Mr. Seagrave, and so were Phetteplace & Seagrave,

who employed and paid additional counsel to assist me in trying said case.

17. In answer to the 17th interrogatory he saith: None whatever. Never. In fact, enough has not as yet been recovered to pay the expenses of the assignment.

18. In answer to the 18th interrogatory he saith: There were two or three colored families lived upon it, who were very poor and unable to pay any rent; and although the real estate was of considerable value, the buildings upon it were but mere shanties, unfit to be occupied. I think there were four tenements, which rented for about two dollars a month each; but it was worth more, that is, it was more trouble to collect the rents than they were worth. Seventy dollars was all that was ever received for rents. I let the same agent who had formerly collected the rent continue to collect what he could, because he knew the tenants and I did not, and I thought he could get more of them than I could; and he collected and paid over to me seventy dollars.

19. In answer to the 19th interrogatory he saith: None whatever. I have no reason to suspect or believe that he has received any such benefit, or is to hereafter.

20. In answer to the 20th interrogatory he saith: I do not know what he has been doing, but have heard that he was buying and selling wool and woollen goods on brokerage. I have reason to believe that he has been very poor, and is now very poor, and that the amount of business he has been doing has been very small—hardly enough to support himself.

21. In answer to the 21st interrogatory he saith: I know of no such act or intention. I have no reason to suspect such on the part of either of the persons mentioned in said question.

249 22. In answer to the 22d interrogatory he saith: Nothing.

W. W. UPDIKE.

Witness' fees—1 day..... $1 50
2 miles' travel, 10

$1 60

Sworn to and subscribed before me this 6th day of October, A. D. 1860.

JOSEPH S. PITMAN, *Commissioner.*

Commissioner's fees, $2 95.

EXHIBIT C.

Annexed to the deposition of W. W. Updike by me.

JOSEPH S. PITMAN, *Com'r.*

Schedule of paper handed me, W. W. Updike, by Edward Seagrave.

Contract with Edward Seagrave, dated June 24, 1852.

Contract with Samuel Harris, Isaac Merritt & Co., dated July 1st, 1853.

Certificate of stock, 4 shares R. W. Insurance Co.				
Certificate of stock, 100 shares Railroad Bank.				
Isaac Merritt & Co.'s acceptance, due			June 30th,	$2,500 00
"	"	"	Feb. 22d,	2,525 50
"	"	"	Feb. 25th,	3,000 00
"	"	"	Mch. 28th,	5,000 00
"	"	"	Mch. 6th,	2,525 50
"	"	"	Feb. 28th,	2,525 50
"	"	"	Feb. 7th,	2,525 50
"	"	"	Mch. 4th,	2,525 50
"	"	"	May 10th,	3,000 00
"	"	"	May 10th,	3,000 00
"	"	"	Feb. 16th,	2,525 50
"	"	"	Mch. 4th,	2,525 50
"	"	"	Feb. 22d,	2,525 50
"	"	"	June 27th,	3,000 00
"	"	"	June 25th,	2,800 00

250 COMPLAINANTS' DEPOSITION.

Interrogatories to Josiah Seagraves.

Interrogatories to be propounded to Josiah Seagrave, of Brooklyn, Kings county, New York.

1. State your age and occupation.
2. Did you formerly reside and transact business in the city of Providence, R. I. ; and if so, when did you cease residing there?
3. Did you know the firm of Hill, Carpenter & Co., of said Providence, and the individuals composing said firm ; if so, state their names and how long you knew them.
4. State whether or not said firm of Hill, Carpenter & Co. failed and made an assignment ; if so, when did they so fail and make their assignment?
5. State whether or not you was one of the assignees of said firm of Hill, Carpenter & Co.; and if so, state whether or not there were others ; and if so, whom?
6. Are you the brother of Edward Seagrave?
7. State whether or not you had any conversation or negotiation with either of the members of said firm of Hill, Carpenter & Co., as to claims they had against said Edward Seagrave, your brother ; if so, state with which one of said firm you had the same and when it was?
8. State whether you knew about the amount of said claim of Hill, Carpenter & Co. against said Edward Seagrave ; and if so, state it as near as you can, and give a statement of what said claim consisted of or how evidenced.

9. If you state that you had any conversation or negotiation with them, in relation to any compromise, state whether or not it was with the knowledge of, and authority from, said Edward Seagrave.

10. Did said Edward Seagrave ever make any offer of compromise to your knowledge?

11. State whether or not either member of said Hill, Carpenter & Co. said anything about putting their said claim against Edward Seagrave into the hands of Parker, Chapman & Co.; and if so, state what they said about it

251 12. If either of said firm of Hill, Carpenter & Co. said anything about so putting their claim into the hands of Parker, Chapman & Co., state when they said it—was it before or after the failure of Hill, Carpenter & Co., and was it before or after they had put said claims into the hands of Parker, Chapman & Co.

13. State whether or not said firm of Hill, Carpenter & Co., or either of them, or their assignees, after the commencement of the suit by Parker, Chapman & Co. in United States circuit court, against said Edward Seagrave, at its November term, 1854, have claimed and acted as the owners of said claim, and the judgment had thereon against said Edward Seagrave.

14. State whether or not the assignees of Hill, Carpenter & Co. have ever, since their failure, claimed said judgment against said Edward Seagrave, as part of the property and assets of said assigned estate of Hill, Carpenter & Co.; state what their said assignees have said and done in this respect.

15. Do you know the firm of Parker, Chapman & Co., and the individuals thereof?

16. Have you ever known either of said firm of Parker, Chapman & Co., or their assignee, to make any claim, (otherwise than by a suit in their name,) or do any act touching said claim against said Edward Seagrave?

17. Have you, at any time, had any conversation with, or heard Samuel B. Tobey, jr., one of the firm of Parker, Chapman & Co., say anything in relation to this suit or claim against Edward Seagrave; if so, where and what was it?

18. State whether or not you know of said Edward Seagrave having any property of any kind which was not assigned to his assignee.

19. State what said Edward Seagrage has been doing since his said assignment—how he has supported himself and his family.

20. State whether or not you knew or heard of any agreement, understanding or arrangement of any kind or nature, between Edward Seagrave and Phetteplace & Seagrave, by which the latter were to buy up the paper of the said Edward Seagrave, and then he was to mortgage and convey his property to secure them the full payment thereof, or to convey it to them for some benefit to

252 himself or his family.

21. What means have you of knowing whether said Edward Seagrave, since his said assignment, has been poor or otherwise?

22. Do you know, or can you set forth, any other matter or thing, which may be a benefit or advantage to the parties at issue in this

cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? And if yea, set forth the same fully and at large in your answer.

WM. H. POTTER,
Solicitor for defendants.

Cross-interrogatories.

Cross-interrogatories to be propounded to Josiah Seagraves, a witness on the part of the respondents.

Complainants object to direct interrogatories to Josiah Seagrave, numbered 7, 10, 11, 12, 13, and 14, as irrelevant and incompetent, particularly as asking what the witness heard said by third parties, to direct interrogatories numbered 18 and 20, as leading and incompetent and irrelevant, and to numbers 8, 9, 16, 17, 19, and 21, as incompetent and irrelevant, and without any prejudice to the above objections, put the following cross-interrogatories to the witness:

1. If you answer the 17th direct interrogatory, now state if S. B. Tobey, jr., did not distinctly claim this judgment against Edward Seagrave, as the bona fide property of Parker, Chapman & Co., the claim of Hill, Carpenter & Co. against said Seagrave having been transferred to them by a written instrument of transfer.

2. State whether Edward Seagrave made a mortgage to you of some real estate, bearing date March 14th, A. D. 1854; if so, state what property was so mortgaged, why the mortgage was made, and what was the consideration therefor.

3. Did Edward Seagrave execute a mortgage to you, bearing date March 14th, 1854, in which he mortgaged to you the following estate, namely:

253 First. A lot of land in the city of Providence, on George street, known as lot No. 20, on a plat of Young Orchard, recorded in book No. 33, page 374, of the land records of Providence.

Second. A lot of land known as No. 19, on the same plat.

Third. Three acres of land on Olney street, known as lot No. 2 on a plat recorded in book of plats for the city of Providence, No. 4, page 1.

4. If said mortgage and accompanying note, or a copy of said mortgage, are in your possession, please produce the same to the commissioner, and annex a copy to your deposition.

5. What was the consideration of said mortgage, as expressed in said mortgage deed; was it to secure the payment of a note of eight thousand dollars, bearing even date with said mortgage, payable in six months from the date thereof, and all notes given in renewal thereof?

6. Was the consideration expressed in said deed of mortgage the real consideration?

7. State what was the real consideration for said mortgage; state fully and particularly of what it consisted.

8. If you state that the real consideration for said mortgage was

your note for $8,000, state whether you ever received anything on account of said note except Edward Seagrave's said note and mortgage.

9. If you state, in answer to previous questions, that you gave Edward Seagrave your note for $8,000, and received back his note for $8,000 and the mortgage above referred to, now state why you made this transfer of notes.

10. Was not said transfer of notes and said mortgage made in order to prevent Edward Seagrave's property therein, purporting to be mortgaged, from being attached by his creditors?

11. Was not one of the objects of making said mortgage to prevent the property therein mortgaged from being attached?

12. Was said mortgage ever cancelled? If so, state when. Was it not cancelled on the 14th of November, 1854?

13. Why was said mortgage cancelled?

14. If said mortgage was cancelled, state whether or not, at the time it was cancelled, your note to Edward Seagrave was given
254 up to you, and you given to understand, both by Edward Seagrave and by Phetteplace & Seagrave, or by Edward Seagrave or Phetteplace and Seagrave, that Edward Seagrave had made a new arrangement concerning his property with Phetteplace & Seagrave.

15. Did you not know that Edward Seagrave was about to mortgage to Phetteplace & Seagrave the same real estate which was mortgaged to you, before you released said mortgage and received back your note?

16. Did Edward Seagrave ever pay you anything on account of the note for $8,000, to secure the payment of which said mortgage purports to be made?

17. Please look at the paper hereto annexed, marked "A," and state what you know about the purchase of the drafts or notes, of which said paper contains a description, by Phetteplace & Seagrave.

18. State whether said notes and drafts, described in said paper "A," were not all of them purchased of different parties, by Phetteplace & Seagrave, prior to or in November, 1854. Were they not purchased by them for a price not exceeding 25 per cent. of their nominal value?

19. Please look at the paper hereto annexed, marked "B." Was the property therein described transferred by Edward Seagrave to Phetteplace & Seagrave in November, 1854?

20. What did Edward Seagrave receive in return for said property so transferred? Did he not receive the notes and drafts referred to in he paper marked "A"?

21. Did you ever have a desk in the building occupied by Phetteplace & Seagrave, in Providence? If so, state during what period it was.

22. Did you not know that Phetteplace & Seagrave were desirous of purchasing paper with Edward Seagrave's name upon it, during the months of October and November, A. D. 1854?

23. Do you not know, and did you not then know, that they did

buy paper with Edward Seagrave's name upon it, during the months of October and November, A. D. 1854?

24. Do you not know, and did you not then know, that they wanted to buy such paper to about a certain amount?

25. Do you not know, and did you not then know, that they wished to buy such paper to about the amount of forty thousand dollars?

26. Do you not know, and did you not then know, that
255 Edward Seagrave knew that Phetteplace & Seagrave were buying such paper during the months of October and November, 1854?

27. Do you not know, and did you not then know, that Edward Seagrave wanted Phetteplace & Seagrave to buy such paper?

28. Do you not know, and did you not then know, that Edward Seagrave wanted Phetteplace & Seagrave to buy such paper to about a certain amount?

29. Do you not know, and did you not then know, that he wanted them to buy to the amount of about forty thousand dollars?

30. Do you not know that after Phetteplace & Seagrave had purchased such paper to about the amount of forty thousand dollars, they declined buying any more?

31. Did not some holders of paper with Edward Seagrave's name upon it enquire of you, in 1854, in relation to a disposal of said paper to Phetteplace & Seagrave?

32. Did not some holders of paper with Edward Seagrave's name upon it enquire of you, in 1854, whether they had better dispose of the same to Phetteplace & Seagrave at prices not exceeding 25 per cent. of the nominal value of said paper?

33. If you answer either or both of the last two questions in the affirmative, now state whether you did not advise such holders to sell such paper to Phetteplace & Seagrave.

34. State whether you did not advise such holders to sell such paper to Phetteplace & Seagrave at prices not exceeding 25 per cent. of the nominal value of said paper.

35. Did not some holders of such paper, to your knowledge, enquire of Edward Seagrave, in 1854, relative to a disposal of the same to Phetteplace & Seagrave?

36. Did not some holders of such paper, to your knowledge, enquire of Edward Seagrave, in 1854, whether they had better dispose of the same to Phetteplace & Seagrave at prices not exceeding 25 per cent. of the nominal value of said paper?

37. If you answer either or both questions in the affirmative, now state whether Edward Seagrave did not advise such holders to sell said paper to Phetteplace & Seagrave. Did he not advise them so to sell the same at prices not exceeding 25 per cent. of the nominal value of said paper?

256 38. Did you not know, at the time you cancelled or released Edward Seagrave's mortgage to you and received your note back, that Phetteplace & Seagrave had purchased all of the paper with Edward Seagrave's name upon it which they wished to purchase?

39. Do you not now know that, at the time you cancelled or re-

leased Edward Seagrave's mortgage to you and received your note back, Phetteplace & Seagrave had purchased all of the paper with Edward Seagrave's name upon it which they wished to purchase?

40. Did you know, in 1854, either from Phetteplace & Seagrave or from Edward Seagrave, or from both Edward Seagrave and Phetteplace & Seagrave, or do you not now know, that it was the intention of Edward Seagrave to convey to Phetteplace & Seagrave property of sufficient value to cover the face of the paper of Edward Seagrave so as aforesaid, bought up by them?

41. How much was the property conveyed by Edward Seagrave to Phetteplace & Seagrave valued at, at the time of the conveyance?

42. Did you not know, at and before the time of the conveyance by Edward Seagrave to Phetteplace & Seagrave, that Phetteplace & Seagrave had not paid more than 25 cents on the dollar for any claim that they held against Edward Seagrave?

43. Did you not then know that Edward Seagrave also knew that Phetteplace & Seagrave had not paid more than 25 cents on the dollar for any claim they held against him?

44. Did you not know that Walter W. Updike was counsel and adviser of Edward Seagrave, from the time of his failure, in February, 1854, down to January, 1855?

45. Was not Edward Seagrave's property mostly disposed of and passed out of his hands before his assignment was made?

46. If, in answer to direct interrogatories, you state that Edward Seagrave ever, to your knowledge, made any offer of compromise, now state whether the amount of the proposed compromise was not to be paid by Phetteplace & Seagrave.

47. Have you not known that Edward Seagrave has called upon Phetteplace & Seagrave for funds to enable him to carry out propositions, or a proposition, for a compromise with his creditors?

257 48. Do you know of Edward Seagrave having any means of making a compromise with his creditors, unless he derived them from Phetteplace & Seagrave?

T. A. JENCKES,
Solicitor for Complainants.

Objection to cross-interrogatories.

Defendants object to each and all said cross-interrogatories, as leading, irrelevant, and incompetent.

WM. H. POTTER.
Solicitor for Defendants.

A.

Appended to cross-interrogatory 17.

Drafts and notes of Edward Seagrave of the respective dates and amounts, as follows:

1853.			Int. and expenses.	Amounts.
Aug. 4.	Draft,	$2,525 50, 6 mos	$118 44	$2,643 94
Aug. 13.	"	2,525 50, 6 mos	143 69	2,669 19

Aug.	19.	"	2,525 50,	6 mos	131 06	2,656 56
Sept.	1.	"	2,525 50,	6 mos	128 96	2,654 46
Sept.	1.	"	2,525 50,	6 mos	128 96	2,654 46
Sept.	3.	"	2,525 50,	6 mos	129 74	2,655 29
Oct.	22.	"	3,000 00,	4 mos	131 40	3,131 40
Nov.	4.	Note,	2,372 92,	6 mos	76 01	2,448 93
Nov.	4.	"	2,372 91,	6 mos	76 07	2,448 98
Nov.	7.	Draft,	3,000 00,	6 mos	94 08	3,094 08
Nov.	7.	"	3,000 00,	6 mos	94 08	3,094 08
Dec.	24.	"	3,000 00,	6 mos	70 25	3,070 25
Dec.	22.	"	2,800 00,	6 mos	66 55	2,866 55
Aug.	19.	"	2,525 50,	6 mos	112 71	2,638 46
Aug.	25.	"	2,525 50,	6 mos	110 43	2,635 93
Nov.	25.	"	5,000 00,	6 mos	194 23	5,194 23
Dec.	27.	"	2,500 00,	6 mos	58 55	2,558 55
						$49,115 34

258 B.

Appended to cross-interrogatory 19.

Seagrave & Steere's note, int. April 1, 1852, 3 years		$6,000 00
Seagrave & Steere's note, int. April 1, 1852, 4 years		6,000 00
Seagrave & Steere's note, int. April 1, 1852, 5 years		5,000 00
F. Callahan's note, secured by mortgage, on int. October 1, 1852, 2 years, 6 months		700 00
F. Callahan's note, secured by mortgage on int. October 1, 1852, 3 years		700 00
F. Callahan's note, secured by mortgage, on int. October 1, 1852, 3 years		700 00
F. Callahan's note, secured by mortgage, on int. October 1, 1852, 4 years		700 00
F. Callahan's note, secured by mortgage, on int. October 1, 1852, 4 years		700 00
F. Callahan's note, secured by mortgage, on int. October 1, 1852, 5 years		700 00
Edward Seagrave's note for rent, April 14, 1852, payable 4 years 8 months after date, without interest	$19,000	
Less about 12 months interest	1,140	
		17,860 00
W. & D. D. Farnum's notes		7,100 00
Warregan stock, cost		6,250 00
James S. Phetteplace's note, dated Feb. 15, 1854, endorsed by Edward Seagrave, on demand with interest		4,514 00
Edward Seagrave's note by, secured by mortgage, to Phetteplace & Seagrave		5,258 73

259 *Deposition of Josiah Seagrave.*

Josiah Seagrave, of Brooklyn, Kings county, in the State of New York, being first duly cautioned and sworn according to law, in answer to the several interrogatories and cross-interrogatories propounded to him, deposeth and saith as follows:

1. In answer to first interrogatory he saith: I am in my forty-ninth year. I am an agent for a woollen manufacturing co.

2. In answer to the second interrogatory he saith: I did; in May, 1858.

3. In answer to the third interrogatory he saith: I did; I knew all of them about ten years, and some of them very much longer. They were Paris Hill, Joseph Carpenter, William J. Cross, William S. Merrill, George H. Wilbur. Those were their names, as near as I understand them to be.

4. In answer to the fourth interrogatory he saith: They did. On or about the 13th day of December, 1854. The precise date I cannot recollect.

5. In answer to the fifth interrogatory he saith: I was. There were others—Earl P. Mason and Thomas A. Jenckes.

6. In answer to the sixth interrogatory he saith: I am.

7. In answer to the seventh interrogatory he saith: I conversed with Joseph Carpenter and William J. Cross in relation to the claim they held against Isaac Merritt & Co., Samuel Harris and Edward Seagrave. It was about the time Edward Seagrave failed, and a great many times since. I have had a great many.

8. In answer to the eighth interrogatory he saith: I did. The claim was for fifty-two thousand five hundred dollars. It was in drafts, drawn by Edward Seagrave, accepted by Isaac Merritt & Co., endorsed by Samuel Harris. The amount of each draft I cannot state. There were several of them.

9. In answer to the ninth interrogatory he saith: I have had conversations with them in relation to a compromise, but without
260 any knowledge or authority of Edward Seagrave.

10. In answer to the tenth interrogatory he saith: No; not to my knowledge.

11. In answer to the eleventh interrogatory he saith: I have had conversations with Joseph Carpenter and William J. Cross several times. They stated that the claim they held against Edward Seagrave was put into the hands of Parker, Chapman & Co., for the purpose of having a suit brought against Edward Seagrave, in the United States court; but they always claimed the property in said claim, and so stated after their assignment, until about three years ago; since which they have declined to say anything in particular about the matter on this point.

12. In answer to the twelfth interrogatory he saith: It was both before and after the failure of Hill, Carpenter & Co., about the time and after they put the said claim into the hands of Parker, Chapman & Co.

13 In answer to the thirteenth interrogatory he saith : After the commencement of said suit, I know that members of the firm of Hill, Carpenter & Co., and their assignees, claimed to own said claim and judgment; and when taking account of assets with Hill, Carpenter & Co. and their assignees, this claim—its full amount—was always named fifty-two thousand five hundred dollars, without any reservation, as a part of the assigned property. If any transfer of property is made in this claim, it must probably have been done since the failure of Hill, Carpenter & Co.

14. In answer to the fourteeeth interrogatory he saith : Said assignees of Hill Carpenter & Co. have always claimed said judgment as a part of the assigned property of Hill, Carpenter & Co. Earl P. Mason, one of the assignees, has repeatedly said to me, that if we, the assignees, could settle this claim, and obtain 25 per cent. on said claim, which would amount to about thirteen thousand dollars, we, the said Earl P. Mason and myself, could be paid the amount due us, from the said assigned estate.

15. In answer to the fifteenth interrogatory he saith: I do, and all the members.

16. In answer to the sixteenth interrogatory he saith: I never have.

261 17. In answer to the seventeenth interrogatory he saith: Soon after the failure of Hill, Carpenter & Co., in conversation with Samuel B. Tobey, jr., one of the firm of Parker, Chapman & Co., he said that the failure of Hill, Carpenter & Co. took them by surprise; that they believed them to be rich. He knew that I was one of the assignees, and asked me what they would probably pay. I told him it was impossible to tell anywhere near. It depended on what we collected of large debts or claims against Nathaniel Greene, Welcome Farnum, Isaac Merritt & Co., Edward Seagrave and Samuel Harris and others. He did not at this time, nor at any other time, claim any property in the suit of his firm against Edward Seagrave. Again, in June or July, 1859, in conversation with Samuel B. Tobey, jr., one of the firm of Parker, Chapman & Co., I said to him, "I learn they will question us in relation to the suit brought in the name of your firm, against Phetteplace & Seagrave." I told him that I should state that the claim belonged to the assignees of Hill, Carpenter & Co., and asked him what he would say. He replied, that he did not wish to say anything about it.

18. In answer to the eighteenth interrogatory he saith: None whatever.

19. In answer to the nineteenth interrogatory he saith: He is a wool broker, in which he obtains about one per cent. on the sales he effects. I know of no other way he has to support himself and family.

20. In answer to the twentieth interrogatory he saith: I never knew or heard of any such agreement, understanding, or arrangement, of any kind whatever, until from these complainants.

21. In answer to the twenty-first interrogatory he saith: I have known his mode of living ever since he failed. He gave up his house

in Providence; his family separated; one of his daughters lived with me for some time, the other with her brother; and the other members of his family were separated from him for a long time. After a while he and his wife boarded in Brooklyn, New York. I think they commenced housekeeping about three years ago. For the last two and a half years, or thereabouts, I have lived near him. He uses very strict enonomy. I know of his borrowing small sums of money, say from ten to thirty dollars. He has also borrowed small sums of money from me.

262 22. In answer to the twenty-second interrogatory he saith: I do not now recollect of any.

Cross-examination.

1. In answer to the first cross-interrogatory he saith: He never did.

2. In answer to the second cross-interrogatory he saith: He made a mortgage, I think, on or about that date, to secure his note or notes to me for eight thousand dollars. The reason why it was made, and the consideration for it was this: that he wanted to borrow my note or notes for eight thousand dollars. I took from him his note or notes for the same amount; I took this mortgage to secure it. He returned my note or notes to me, and I gave up his note or notes, and the mortgage was cancelled.

3. In answer to the third cross-interrogatory he saith: He did mortgage to me; the date I cannot recollect. I cannot describe the property; the records will show what the property was. It was the same property referred to in my answer to the second cross-interrogatory.

4. In answer to the fourth cross-interrogatory he saith: They are not in my possession. They were cancelled, and I gave up the mortgage; where it is I don't know.

5. In answer to the fifth cross-interrogatory he saith: The consideration was as stated in my answer to the second cross-interrogatory, and I suppose said note or notes was expressed in said mortgage.

6. In answer to the sixth cross-interrogatory he saith: I have already answered that. There was no other consideration than the eight thousand dollar note or notes.

7. In answer to the seventh cross-interrogatory he saith: I will say as I have stated in my answer to the second cross-interrogatory.

8. In answer to the eighth cross-interrogatory he saith: I never did.

9. In answer to the ninth cross-interrogatory he saith: It was because he gave me up my note or notes, and I gave up his note or notes, and the mortgage was cancelled. He came to me and wanted my note for eight thousand dollars. I don't know what he
263 wanted it for; I suppose he wanted it to use. I would not give it to him without security, and he gave me his note or notes for eight thousand dollars, secured by mortgage.

10. In answer to the tenth cross interrogatory he saith: It was not, to my knowledge.

11. In answer to the eleventh cross-interrogatory he saith: No; not to my knowledge.

12. In answer to the twelfth cross-interrogatory he saith: It was. The date I cannot recollect

13. In answer to the thirteenth cross-interrogatory he saith: Because he gave up my note or notes, and I returned him his note or notes.

14. In answer to the fourteenth cross-interrogatory he saith: The note or notes was given up, and the mortgage cancelled, I think, at the same time. I was not given to understand, by any body, about any new arrangement.

15. In answer to the fifteenth cross-interrogatory he saith: I did not.

16. In answer to the sixteenth cross-interrogatory he saith: He never paid me anything but the note, which he returned to me.

17. In answer to the seventeenth cross-interrogatory he saith: I do not know anything about it.

18. In answer to the eighteenth cross-interrogatory he saith: I do not know anything about it, only by hearsay. I have heard of their purchasing suspended or overdue paper, previous to the time this purports to have been purchased, and since, of various parties. I heard of their purchasing this, but not from them. It was street talk.

19. In answer to the nineteenth cross interrogarory he saith: I don't know.

20. In answer to the twentieth cross-interrogatory he saith: I don't know anything about it.

264 21. In answer to the twenty-first cross-interrogatory he saith: Yes; in 1842, and part of 1843.

22. In answer to the twenty-second cross-interrogatory he saith: No; I had no knowledge of it whatever.

23. In answer to the twenty-third cross-interrogatory he saith: No; only by hearsay since; street talk.

24. In answer to the twenty-fourth cross-interrogatory he saith: I did not.

25. In answer to the twenty-fifth cross-interrogatory he saith: No.

26. In answer to the twenty-sixth cross-interrogatory he saith: No.

27. In answer to the twenty-seventh cross-interrogatory he saith: No.

28. In answer to the twenty-eighth cross-interrogatory he saith: No.

29. In answer to the twenty-ninth cross-interrogatory he saith: No.

30. In answer to the thirtieth cross-interrogatory he saith: I never knew anything about it.

31. In answer to the thirty-first cross-interrogatory he saith: I do not recollect of any such enquiries.

32. In answer to the thirty-second cross-interrogatory he saith: I have no recollection of any such enquiries.

33. In answer to the thirty-third cross-interrogatory he saith: No such application was made to me. I did not give any such advice.

34. In answer to the thirty-fourth cross-interrogatory he saith: No.

265 35. In answer to the thirty-fifth cross-interrogatory he saith: No; not to my knowledge. It is possible they might have spoken to me about it, but I have no recollection of it.

36. In answer to the thirty-sixth cross-interrogatory he saith: No.

37. In answer to the thirty-seventh cross-interrogatory he saith: I have answered this in my answers to the 35th and 36th cross interrogatories.

38. In answer to the thirty-eighth cross-interrogatory he saith: No.

39. In answer to the thirty-ninth cross-interrogatory he saith: I never knew anything about it whatever, and I do not now know.

40. In answer to the fortieth cross-interrogatory he saith: I did not then know, neither do I now know, what his intentions then were.

41. In answer to the forty-first cross-interrogatory he saith: I do not know anything about it.

42. In answer to the forty-second cross-interrogatory he saith: I did not know anything about it of my own knowledge. I heard, and it must have been after the conveyance to Phetteplace & Seagrave, that they had bought up some of this kind of paper, at or about twenty-five cents on the dollar. I did not hear it from Phetteplace & Seagrave or Edward Seagrave, but from others; mere street talk; mere hearsay.

43. In answer to the forty-third cross-interrogatory he saith: No; I did not.

44. In answer to the forty-fourth cross-interrogatory he saith: I did not; I only knew he was his assignee. I thought Potter was his counsel.

45. In answer to the forty-fifth cross-interrogatory he saith: I do not know.

266 46. In answer to the forty-sixth cross-interrogatory he saith: I never knew of Edward Seagrave making any offer of compromise; nor do I know anything about Phetteplace & Seagrave offering to pay, or his wishing them to pay for any compromise of his debts. I did, with the advice of Caleb Seagrave, son of Edward Seagrave, and of my own accord, in the month of June or July, 1858, call on Earl P. Mason and Thomas A. Jenckes, both of them, with myself, assignees of Hill, Carpenter & Co., and asked them what they would agree to take for the claim we, the said assignees, held against Edward Seagrave, Samuel Harris and Isaac Merritt & Co., the same having been sued by Parker, Chapman & Co. Earl P. Mason offered to take twenty-five cents on the dollar for this claim against Edward Seagrave, without interest, and give up the claim against the others, viz: Samuel Harris and Isaac Merritt & Co.; and Thomas A. Jenckes offered to take the same, provided the purchaser would pay the same for other claims in his hands against Edward Seagrave, Samuel Har-

ris and Isaac Merritt & Co., upon which all of them were liable, and give up the paper or claim.

47. In answer to the forty-seventh cross-interrogatory he saith: I never knew or heard of anything of the kind.

48. In answer to the forty-eighth cross-interrogatory he saith: I do not know that he has any means whatever of his own. He has a son who is a man of very considerable property.

JOSIAH SEAGRAVE.

Witness' fees—one day's attendance,	$1 50
Eighty miles travel, at 5 cts.,	4 00
	$5 50

Sworn to and subscribed before me this fourteenth day of November, A. D. 1860.

JOSEPH S. PITMAN,
Commissioner.

267 *Commisioner's return.*

To the honorable the circuit court of the United States in and for the district of Rhode Island:

Joseph S. Pitman, the commissioner named in the within commission, respectfully reports:

That on the fourteenth day of November, A. D. 1860, he having been first duly engaged on said commission, caused the within named Josiah Seagrave to appear before him, at his office in said Providence; and the said Seagrave being then first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the several interrogatories and cross-interrogatories annexed to said commission to be propounded to him, gave the deposition herewith returned in answer to said interrogatories duly propounded to him in their order, which was reduced to writing by me in his presence, and by him subscribed in my presence. Taken under the within commission, whose directions were complied with by me, I have retained said deposition in my possession, for the purpose of sealing up and forwarding the same with my own hand to the within-named court.

Witness my hand this 14th day of November, A, D. 1860.

JOSEPH S. PITMAN,
Commissioner.

Commissioner's fees—
Taking and certifying deposition:

27 folios at 20 cts. each	$5 50
Administering oath	10
	$5 60

268 At the November term 1860 of said court the death of Walter W. Updike, one of the respondents in said suit, was suggested, and on the first day of October, A. D. 1861, the following bill of revivor was filed in the clerk's office of said court.

269 *Bill of revivor.*

JOHN S. PARKER *et als.*
vs.
JAMES S. PHETTEPLACE *et als.*
} United States circuit court, Rhode Island district, *sc.*, in equity.

John S. Parker and Vincent Chapman, of Williamsburg, in the county of Kings and State of New York, and Samuel B. Tobey, jr., of the city, county and State of New York, formerly copartners under the firm of Parker, Chapman and Company, trustees to George Stevenson, of said city of New York, assignee of said firm of Parker, Chapman & Company, and the said George Stevenson in his said capacity as assignee as aforesaid, all citizens of the State of New York, bring this their bill of complaint against Cæsar A. Updike, of the city and county of Providence, and State of Rhode Island, a citizen of the State of Rhode Island, administrator with the will annexed upon the estate of Walter W. Updike, late of said Providence, deceased, formerly a citizen of said State of Rhode Island.

And thereupon your orators complain and say: That on the twenty-third day of May, A. D. 1856, your orators, the said complainants, exhibited their bill of complaint in this honorable court against James S. Phetteplace and George A. Seagrave of this city and county of Providence and State of Rhode Island, merchants, copartners as Phetteplace and Seagrave, and against Walter W. Updike, of said Providence, attorney-at-law, all citizens of the State of Rhode Island, and therein set forth: that, in 1854, one Edward Seagrave, of the city of
Providence, was seized of a large real and personal estate, and
270 subsequently, in the same year, suspended payment and failed;
being at that time largely indebted to your orators, Parker, Chapman and Company, who recovered judgment against said Edward Seagrave in November, 1854, and subsequently made an assignment of all their property, including said judgment, to your orator, the said George Stevenson,

They further set forth an alleged agreement and understanding between the respondents Phetteplace and Seagrave and Edward Seagrave during the pendency of this suit aforesaid, that the former should purchase paper of the latter at a depreciated value and turn it over to him in exchange for property of his, estimating it at its full value in the exchange, and a purchase of fifty thousand dollars of said paper, and a pretended mortgage to secure them,

They further set forth that subsequently, to wit, on the fourth day of January, 1855, the said Edward Seagrave made and executed to Walter W. Updike, of the city of Providence, a deed of assignment of all his property, in which a preference was endeavoured to be given to said Phetteplace and Seagrave for the payment of all notes, drafts and acceptances held and owned by them, on which the said Edward Seagrave was in any way liable.

They further set forth that the said Walter W. Updike was the attorney and legal adviser of the said Edward Seagrave, and knew the facts and circumstances set forth in said bill, and that paper of the

said Edward Seagrave, so purchased by said Phetteplace and Seagrave, and by them delivered to said Edward Seagrave, was by him turned over and delivered to the said Walter W. Updike, as a part of the assigned property, instead of the property placed in the hands of said Phetteplace and Seagrave as aforesaid, as is particularly stated in said bill of complaint.

And your orators therein pray that the respondents may severally declare on oath what property of the said Edward Seagrave came into their hands, after the commencement of the suit of the said Parker, Chapman and Tobey, against the said Edward Seagrave, and be ordered to satisfy said judgment in said suit out of said property so received; and that the said Walter W. Updike may set forth and discover all the property of the said Edward Seagrave which came into his hands by virtue of said deed of assignment—and to enjoin the respondents from disposing of any of said property, and for the appointment of a receiver to take charge thereof, and for such other and further
271 relief as to your honors may seem meet, as is particularly stated in said bill of complaint.

And your orators would further state that all the respondents put in their answers to the said bill, (the said Walter W. Updyke putting in a separate answer,) and testimony was taken both for the complainants and the respondents, under commission issued from this honorable court, and that the testimony was by agreement closed on the day of , A. D. 1861.

And your orators would further state that before any further proceedings could be had in said cause the said Walter W. Updike, on the 15th day of March, A. D. 1861, departed this life, having first made his will and testament, and said will was admitted to probate on the 23d of April, A. D., 1861, by the municipal court of the city of Providence, exercising probate jurisdiction, and Cæsar A. Updike, of said Providence, was appointed administrator with the will annexed of said estate.

And your orators further show that the said original bill and the proceedings therein having become abated by the death of the said Walter W. Updyke, your orators are advised that they are entitled to have the same revived against the said Cæsar A. Updike or his administrator with the will annexed.

To the end, therefore, that the said suit and proceedings which became so abated by the death of the said Walter W. Updike may stand and be revived against the said Cæsar A. Updike, and be in the same plight, state, and condition as the same were in at the time of the abatement thereof, or that said respondent may show good cause to the contrary.

May it please your honors to grant unto your orator a writ of subpœna, to revive and answer said bill, issuing out of and under the seal of this honorable court, directed to the said respondent, thereby commanding him at a certain day, and under a certain penalty therein to be named, personally to appear before your honorable court, and then and there to answer the premises, and to show cause, if he can, why the said suit and proceedings therein should not stand and

be revived against the said Cæsar A. Updike, administrator as aforesaid, and be in the same state, plight and condition as the same were in at the time of the abatement thereof, and further to stand and abide such order and decree in the premises as to your honors shall seem meet.

272 And may it please your honors to make such orders and decrees, and to grant such further and other relief in the premises to your orators as to your honors shall seem right and proper.

And your orators will ever pray.

JOHN S. PARKER,
VINCENT CHAPMAN,
S. B. TOBEY, JR.,
GEORGE STEVENSON, *assignee.*

By their attorney—
T. A. JENCKES.

T. A. JENCKES,
Complainants' Solicitor.

Whereupon the following subpœna was issued.

Subpœna.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States of America to Cæsar A. Updike, of the city and county of Providence and State [L. S.] of Rhode Island, administrator upon the estate of Walter W. Updike, late of said Providence, deceased, a citizen of the State of Rhode Island, greeting:

For certain causes offered to our circuit court for the first circuit within and for the Rhode Island district. In chancery. We hereby command and strictly enjoin you and each of you, that laying aside all other matters and things, and notwithstanding any other excuse, you and each of you personally appear at the clerk's office of said court in Providence, on Monday, the fourth day of November next, being the rule day of said court, and then and there full, true, and perfect answer make, upon your several corporal oaths, to the bill of revivor of John S. Parker and Vincent Chapman, of Williamsburg, in the county of Kings and State of New York, and Samuel B. Tobey, jr., of the city, county, and State of New York, formerly copartners under the firm of Parker, Chapman & Company, trustees of George Stevenson, of said city of New York, assignee of said firm of Parker, Chapman & Co., and the said George Stevenson, in his said capacity as assignee as aforesaid, all citizens of the State of New York, now filed of record in the clerk's office of said court, and to do and receive whatever our said court shall order against you, in the premises in this behalf; and hereof fail not, under the pains and penalties that may accrue in consequence of neglect thereof.

273 And the marshal of said Rhode Island district, or his deputy, is hereby commanded to make service of this writ, by reading the same to the said Cæsar A. Updike, or by leaving a true and

attested copy thereof, at their several last and usual places of abode twenty days before the rule day aforesaid.

Witness the Hon. Roger B. Taney, our chief justice, at Providence this 1st day of October, A. D. 1861.

HENRY PITMAN, *Clerk.*

MEMO.—The appearance of the respondents in the suit is to be entered in the clerk's office, on or before the return day of this writ otherwise the bill may be taken *pro confesso* as against those not appearing.

PROVIDENCE, *Oct. 3d*, 1861.

I hereby acknowledge due and legal service of the within subpœna.

CÆSAR A. UPDIKE, *Adm'r.*

And on the 3d day of Oct. 1861, the following answer was filed.

RHODE ISLAND DISTRICT, *sc.*

JOHN S. PARKER *et al.* *vs.* JAMES S. PHETTEPLACE *et al.* } U. S. circuit court.—In equity.

The answer of Cæsar A. Updike, administrator with the will annexed upon the estate of Walter W. Updike, late of said Providence, deceased, to the bill of complaint of John S. Parker and others.

This defendant, reserving to himself all right of exception to said bill, for answer thereto saith:

That he believes it to be true that, at or about the time stated in said bill, the parties named therein exhibited their original bill in said court against the parties named therein as defendants, stating and praying to the effect in said bill set forth, so far as the same is therein set forth, and that answers were filed as and in the manner therein stated; that testimony was taken and closed by agreement, as stated in said bill; but for greater certainty, nevertheless, this defendant craves leave to refer to said original bill, answers, testimony, agreement, &c., remaining as of record in this honorable court.

274 And he, further answering, admits, that on the 16th day of March, A. D. 1861, the said Walter W. Updike departed this life, having first made his last will and testament, and that he therein made no appointment of any person as executor; that said will was duly admitted to probate by the municipal court of the city of Providence, exercising probate jurisdiction, on the 23d day of April, A. D. 1861, and this defendant appointed administrator with the will annexed upon the estate of said Walter W. Updike.

And this defendant states that no assets held by said Walter W. Updike, as assignee of Edward Seagrave, have come into the hands of this defendant as administrator: and further, that the estate of said W. W. Updike is largely insolvent and not sufficient to pay the debts of said W. W. Updike; and that he is a stranger to the other matters and things stated and inquired after in said bill. But he submits that said suit and the proceedings had therein should stand and be

revived against him, this defendant, as administrator, with the will annexed as aforesaid. And he prays that as to him as administrator as aforesaid, the same may be dismissed with his reasonable costs and charges in this behalf sustained.

CÆSAR A. UPDIKE, *Adm'r.*

RHODE ISLAND DISTRICT, *sc.*

On the third day of October, in the city of Providence, in said district, personally appeared Cæsar A. Updike, administrator, and as such administrator made oath that the statements made in the foregoing answer by him in said capacity subscribed, so far as they are made of his own knowledge, are true, and those made on information and belief he believes to be true. Before me,

JAMES H. PARSONS,
U. S. Commissioner.

275 And on the 4th of Octo., 1861, the following

Replication.

The replication of said complainants to the answer of Cæsar A. Updike, administrator upon the estate of Walter W. Updike, deceased, one of the respondents.

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiences of said answer, for replication thereunto, say that they will aver and prove their said bill of revivor to be certain, true, and sufficient in the law to be answered unto, and that the said answer of the said respondent is uncertain, untrue, and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true.

All which matters and things these repliants are, and will be, ready to aver and prove as this honorable court shall direct; and humbly pray as in and by their said bill they have already prayed.

By their solicitor,

T. A. JENCKES.

276 And said cause being further continued to the November term of said court, A. D. 1861, when, upon motion of the counsel for said complainants, the following order was entered:

"It is ordered that the deposition of Walter W. Updike, a party defendant in said cause, be suppressed."

And at the same term it is called for hearing upon the bills, answers, pleadings, and testimony taken in said cause, and argued by the counsel of the respective parties, and held for advisement.

And said cause being further continued to the June term, 1862, of said court, the following decree was ordered to be entered:

277 *Decree.*

This cause having come on and been heard at a former term of this court upon the bills, answers, and upon the proofs exhibited, and testimony of both parties, and the counsel of the respective parties having been heard thereon, and said cause continued for advisement until the present term of this court, it is now hereby ordered, adjudged, and decreed by the court, that said complainants' said bill be, and the same is hereby, dismissed, with costs for the respondents.

Entered as the decree of this court per order thereof the 23d day of September, A. D. 1862.

HENRY PITMAN, *Clerk.*

Whereupon on the same day the following prayer for appeal was filed.

278 *Prayer for appeal.*

The complainants in said cause now in open court pray an appeal from the decree of the court dismissing their bill of complaint.

By their solicitor,

T. A. JENCKES.

Whereupon it was ordered that said appeal be allowed, upon condition that the complainants file a bond, to the amount of five hundred dollars, with sufficient surety to the satisfaction of the district judge.

Whereupon the following bond was filed.

Bond on appeal.

Know all men by these presents, that we, George Stevenson, of the city, county, and State of New York, and Samuel Boyd Tobey, of the city and county of Providence, and State of Rhode Island,
279 &c., are held and firmly bound unto James S. Phetteplace and George A. Seagraves, copartners transacting business under the firm of Phetteplace & Seagraves, and unto Cæsar A. Updike, administrator with the will annexed upon the estate of Walter W. Updike, late of said Providence, deceased, in the full and just sum of five hundred dollars to be paid to the said Phetteplace & Seagrave, and to Cæsar A. Updike or their attorneys, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

Sealed with our seals and dated this twenty-seventh day of September, A. D. 1862. Whereas, lately at a term of the Circuit Court of the United States held at Newport, on the 15th day of June,
280 A. D. 1862, and by adjournment therefrom on the 15th day of September, A. D. 1862, in a suit in equity depending in said

court, wherein John S. Parker, Vincent Chapman, Samuel Boyd Tobey, jr., and George Stevenson were complainants, and said Phetteplace, Seagrave & Updike were defendants, a final decree was rendered against, said complainants, dismissing their said bill in equity; and the said complanants having filed in open court at said term, immediately upon entering of said decree, a prayer or an appeal to the Supreme Court of the United States, to be holden at Washington, at their term to be holden on the first day of December, A. D. 1862, which prayer was allowed and granted upon condition of filing this bond, and of which the said defendants then and there took notice. Now the condition of the above obligation is such, that if the said complainants in said suit in equity shall prosecute their appeal to effect, and answer all damages and costs, if they shall fail to make their plea good,
281 then the above obligation to be void, else to remain in full force and virtue.

GEO. STEVENSON. [SEAL.]
SAMUEL BOYD TOBEY. [SEAL.]

Sealed and delivered in the presence of—
S. CARLAND.
B. B. HAMMOND.

Approved, October 7th, 1862.

JOHN PITMAN,
District Judge U. S., R. I. District.

282 CLERK'S OFFICE CIRCUIT COURT,
At Providence, October 25, 1862.

UNITED STATES OF AMERICA,
RHODE ISLAND DISTRICT, *sc.*

I, Henry Pitman, clerk of the circuit court of the United States for the first circuit within and for the district of Rhode Island, do hereby certify that the foregoing two hundred and eighty-one pages contain a true transcript from the record of the circuit court in the cause in equity, John S. Parker *et al. vs.* James S. Phetteplace *et al.*

In testimony whereof I have hereunto set the seal of said cir-
[L. S.] cuit court and my hand, on the day and year above written.

HENRY PITMAN, *Clerk.*

Supreme Court of the United States.

DECEMBER TERM, 1863.

No. 173.

JOHN S. PARKER, ET AL.,

vs.

JAMES S. PHETTEPLACE, ET AL.,

IN EQUITY.

BRIEF AND POINTS FOR COMPLAINANTS.

McGILL & WITHEROW, PRINTERS, 366 E street, Washington, D. C.

Supreme Court of the United States.

DECEMBER TERM, 1863.

No. 173.

JOHN S. PARKER, ET AL.,

vs.

JAMES S. PHETTEPLACE, ET AL.,

IN EQUITY.

BRIEF AND POINTS FOR COMPLAINANTS.

The bill in this case was filed at the November term, 1855, by John S. Parker, Vincent Chapman, and Samuel B. Tobey, Jr., formerly co-partners under the firm of Parker, Chapman & Co., as trustees to George Stevenson, assignee of said firm, and by the said George Stevenson, in his said capacity of assignee, all citizens of the State of New York, against James S. Phetteplace and George A. Seagrave, co-partners transacting business under the firm of Phetteplace & Seagrave, and against Walter W. Updike, all citizens of the State of Rhode Island.

The bill charges that in 1854, one Edward Seagrave, of the city of Providence, was seized in his own right of large real and personal estate, situated mostly in Rhode Island; that in that year he became largely indebted and failed. That on or before October 26, 1854, the complainants, Parker, Chapman & Tobey, then doing business as Parker, Chapman & Co., became possessed, for a valuable consideration, of certain bills of exchange, drawn by Edward Seagrave, then overdue and unpaid, on which he was legally

liable, and also of certain promissory notes, made by said Seagrave; that they commenced suit against said Seagrave on the 26th of October, 1854, for the recovery of the amount due on said bills and notes, and at the November term of this court, 1854, recovered judgment thereon against said Edward Seagrave for $60,520 38 debt, and $93 88 costs of suit. That the execution issued thereon has produced only a nominal sum, leaving the whole of said judgment, with the additional costs of execution still unpaid.

The bill further states an assignment by said Parker, Chapman & Tobey, on the 20th of December, 1854, of all their property, including this judgment against Edward Seagrave, to the said George Stevenson, for the benefit of their creditors.

The bill then goes on to state the circumstances which have occasioned the bringing of this suit. It avers, that during the pendency of said suit at law, the said Edward Seagrave came to an understanding and agreement with the defendants, Phetteplace & Seagrave, for the purpose of defrauding the complainants and delaying and hindering them in the collection of the judgment which they were about to obtain in said suit.

That the bargain, understanding, or agreement which was had between said Seagrave, and Phetteplace & Seagrave, was that the said Phetteplace & Seagrave were to purchase paper upon which the said Edward Seagrave was liable, then outstanding and unpaid, to an amount between forty and fifty thousand dollars, at a sum not exceeding 25 per cent. of the amount due on the face of such paper, and that the said Edward Seagrave should turn over and convey to said Phetteplace & Seagrave, all his property, or the greater part thereof, including all, or nearly all, his visible and attachable property, for said paper at the full value thereof, thereby leaving in the hands of said Phetteplace & Seagrave, an amount equal to the difference between the amount of the principal and interest due on said paper, and the amount which they should pay for the same. The bill further states, that in pursuance of said understanding and arrangement, the said firm of Phetteplace & Seagrave, purchased an amount of said paper upon which said Edward Seagrave was liable, exceeding the sum of forty thousand dollars, and amounting to forty-three thousand dollars, at rates varying from fifteen to twenty-five per cent. of the amount on the face thereof, with the full understanding and knowledge on the part of Edward Seagrave, that they were

purchasing the same and with his assent to their making such purchase, and with the expectation and belief growing out of said understanding and agreement, that he would pay or secure to them the full amount of principal and interest due thereon; and that Edward Seagrave himself refused to purchase said paper at the rates at which it was purchased by Phetteplace & Seagrave, but referred all persons offering to sell such paper to said Phetteplace & Seagrave.

The bill further alleges that in pursuance of this fraudulent agreement, Edward Seagrave conveyed certain stocks, and mortgaged his real estate in the State of Rhode Island, to Phetteplace & Seagrave, to secure them for a pretended indebtedness due from him to them, and delivered to them certain notes and other evidences of debt, some of which were secured by mortgage, and all of which at the time they were so conveyed, were of the value of fifty thousand dollars and upwards; and that in return he received from them the paper upon which he was liable, to the amount of about forty-three thousand dollars, and which Phetteplace & Seagrave had purchased for a small per centage of the amount due thereon. The bill charges this transaction to be a fraud on the complainants, and that it was so intended; that the delivery of Edward Seagrave's paper to him by Phetteplace & Seagrave, was in pursuance of the understanding they had when the same was purchased, at a small percentage, and was a mere pretence of payment, and a fraudulent contrivance to enable Phetteplace & Seagrave to hold said property for the benefit of said Edward Seagrave, and in fraud of the complainants, and the other creditors of Edward Seagrave.

The bill further states, that subsequently, on the fourth day of January, 1855, Edward Seagrave made an assignment to Walter W. Updike, of all his property, endeavoring to give a preference in it to Phetteplace & Seagrave for the payment of all paper held by them on which Edward Seagrave was liable; also, for the payment to them in full of all claims against him, and for indemnifying them from all liabilities incurred for him, or on his account.

This bill further charges that Walter W. Updike was then and had been for some time previous, Edward Seagrave's legal adviser, and well knew all these aforesaid facts; the transfers of stocks, and the making of the mortgage from Edward Seagrave to Phetteplace & Seagrave, the purchase of said paper at a small percentage, the agreement under

which the same was bought, the fraudulent design of said parties in making such agreement, and in the execution of the same. The bill avers that this assignment was a part of the aforesaid fraudulent scheme, and that the preference of Phetteplace and Seagrave, therein, was intended to cover up the previous fraudulent transactions, and it was known to Updike at the time of the execution of the assignment. It further avers that the paper of Edward Seagrave, so purchased as aforesaid, by Phetteplace & Seagrave, and delivered to him, was by him turned over and delivered to Updike, as part of the assigned property, instead of the property placed in the hands of Phetteplace & Seagrave, as aforesaid.

The bill further states, that the property placed in the hands of Phetteplace & Seagrave by Edward Seagrave, were, by both him and them, treated as his property, before and after the assignment aforesaid, and Edward Seagrave withdrew certain portions of said property, and used the same for his own purposes without account.

The bill then enumerates a part of the property delivered by Edward Seagrave to Phetteplace & Seagrave, in pursuance of the fraudulent agreement aforesaid, (see printed record, pages 8 and 9,) and states that Phetteplace & Seagrave still hold all said property, or its proceeds. That Edward Seagrave at the time the judgment aforesaid was rendered against him, was a citizen of the State of Rhode Island, but has since removed out of said State, and is not an inhabitant thereof, and cannot be made a party to this suit.

The bill next states that the execution in said case, *vs.* Edward Seagrave issued out of this honorable Court, and was levied on the real estate described in the aforesaid mortgage, and the interest of Edward Seagrave therein purchased by George Stevenson for the purposes of his trust, who received said interest by the marshal's deed. It further states a demand by the complainants of the respondents for payment of the judgment; that the property of Edward Seagrave, as held by Phetteplace & Seagrave, should be applied to the payment thereof, and the mortgage cancelled on the real estate so sold, and that the assignee should release his interest in said real estate; and a refusal on the part of the respondents; that the judgment remains in full force, and that there is due the complainants thereon, the sum of $64,400, with interest from date of judgment, and that the bill is not filed by collusion.

The bill concludes with a prayer for a discovery of all the estate, real and personal, which came into the hands of the respondents, from Edward Seagrave, after the commencement of the aforementioned suit of Parker, Chapman & Tobey, against the latter, and previous to the rendition of judgment therein; that Walter W. Updike may set forth all the estate of Edward Seagrave, received by him under the deed of assignment; that each of the defendants may set forth and discover the disposition they have made of the several items of property received by them, and when, and for what consideration, and fully and particularly the amount and value of each of them, and who has the possession of said property, and its proceeds, and where they are invested; and that the said Phetteplace & Seagrave, and the said Walter W. Updike may be ordered by a decree of this court, to pay and satisfy said judgment and the costs of this suit to the complainants out of the property, or the proceeds of the property so received and held by them, in fraud of the complainants; and that a sufficient portion of the property discovered may be set apart for that purpose. It also prays the respondents may be enjoined from disposing of, or using any property belonging to Edward Seagrave, assigned to the defendants, and for the appointment of a receiver to take charge of the discovered property; that the respondents may be compelled to deliver all said property over to said receiver, that it may be applied to the payment of the said execution, and that the mortgage deed aforesaid and said assignment may be cancelled and discharged, upon the real estate so attached and sold as aforesaid, on the execution against the said Edward Seagrave.

Annexed to the bill as exhibits, are copies of

The assignment of Parker, Chapman & Tobey to George Stevenson, marked A.

The mortgage aforesaid from Edward Seagrave to Phetteplace & Seagrave, marked B.

Edward Seagrave's assignment to Walter W. Updike, marked C.

The aforesaid Marshall's deed to George Stevenson, marked D.

To this bill two answers have been filed. One jointly by Phetteplace & Seagrave, the other by Walter W. Updike.

The answer of Phetteplace & Seagrave, in substance admits the failure of Edward Seagrave, the possession before

his failure by the complainants, of the paper described in the bill, and the obtaining of judgment against Edward Seagrave thereon, and the assignment of Parker, Chapman & Co. It ignores the including of the judgment in their assignment, and avers on information and belief that said Parker, Chapman and Tobey, received said paper without consideration from Hill, Carpenter & Co., of Providence.

The answer denies any agreement on the part of the respondents with Edward Seagrave, to purchase his paper at reduced rates, and receive his property as full value in exchange, or any purchase of his paper with such understanding, as set forth in the bill. It ignores Edward Seagrave's alleged refusal to purchase such paper, and his alleged referring persons wishing to sell, to them, denying any knowledge of such refusal, or referring of his, on their part. It admits however a purchase by them of paper on which Edward Seagrave was liable, between about the last of October, and about the tenth of November, 1854, at rates varying from 20 to 25 per cent., averring that they purchased it for their own account and risk, without any agreement with Edward Seagrave. The answer further admits the exchange of this paper with Edward Seagrave, for his property, and his assignment preferring them, substantially as laid in the bill, averring that the exchange was a *bona fide* transfer, and denying all fraud in the transactions, and also admits that Walter W. Updike acted as counsel for Edward Seagrave, ignoring his knowledge of the transactions between the respondents. It further denies that the property received by them from Edward Seagrave, was treated as the property of Edward Seagrave, after his assignment, to their knowledge, averring, that since November 15th, 1854, Phetteplace and Seagrave treated said property as their own. It also denies the alleged withdrawal by said Edward Seagrave of certain portions of said property from Phetteplace and Seagrave.

It admits that Edward Seagrave was a citizen of Rhode Island when judgment was obtained against him; ignores the allegation that said judgment and execution remains unpaid, and declares, on information and belief, that whatever is due belongs to Hill, Carpenter & Co., or their assignees.

It denies that any specific demand was ever made on the respondents for the payment of the judgment or execution aforesaid; admitting, however, that when they sold at auction some of the property included in the mortgage from

Edward Seagrave to them, the complainants, or some one in their behalf, forbade said sale. It denies any particular knowledge, on the part of the respondents, of what estate Edward Seagrave owned, except from what they received from him, and deny that any conveyance executed to them, by him, ought to be transferred to the complainant.

The answer further says, that Edward Seagrave, between the time of his failure, about February 4th, A. D. 1854, and the date of his assignment, became indebted to the defendants for rents, money borrowed, goods sold, &c., in about the sum of $569 48; that the paper which they purchased as aforesaid, amounted on its face to forty-seven thousand two hundred and forty-nine dollars and eighty-three cents; that, at the time it was delivered to Edward Seagrave, it, and the interest and expenses thereon, amounted to $49,115 34, about; that the property received did not equal the last named sum by about $5,258 73, and that the mortgage above referred to was needed to secure this balance and other liabilities.

Annexed to this answer, as exhibits, are

A schedule of the bills of exchange and promissory notes, on which judgment was rendered against Edward Seagrave in favor of Parker, Chapman & Co., marked A.

A schedule of the paper on which Edward Seagrave was liable, purchased by Phetteplace and Seagrave, marked B.

A schedule of the property received by Phetteplace and Seagrave, of Edward Seagrave, marked C.

The answer of Walter W. Updike admits generally the failure of Edward Seagrave, his previously owning a large amount of property, and the possession by Parker, Chapman & Company, of certain bills of exchange and promissory notes, on which Edward Seagrave was liable, but like the answer of Phetteplace and Seagrave, avers on information and belief, that they were received by them of Hill, Carpenter & Co., without consideration, and belong to the latter firm, or their assignees. It admits the suit of Parker, Chapman & Co. *vs.* Edward Seagrave, and the recovery of judgment therein as laid in said bill. It is ignorant whether the complainant made an assignment, including the judgment therein. The answer goes on to state at length the ignorance of the respondent as to the charges of the bill, in relation to the agreement between Phetteplace & Seagrave, and Edward Seagrave, above referred to, and the acts done in

pursuance of that agreement; also stating the belief of the respondent that no fraudulent design existed. It states, that Edward Seagrave made his assignment to the respondent, as charged in the bill, declaring his ignorance of any design on the part of Edward Seagrave to prefer Phetteplace & Seagrave unjustly, or cover up or fraudulently convey any property, his belief that no such design existed, and his denial that any such design ever existed on his part.

It denies any knowledge of the purchase of Edward Seagrave's paper by Phetteplace & Seagrave, or of the transfer of property from Edward Seagrave to Phetteplace & Seagrave, of the execution of the mortgage from Edward Seagrave to Phetteplace & Seagrave, and generally of the fraudulent transactions charged in the bill.

The answer admits that certain notes were delivered to the respondent, after the assignment was made, and in somewhat vague terms, that they were the same referred to as purchased by Phetteplace & Seagrave. It denies that any of the papers, notes, or property conveyed to and delivered to him by said assignment, have ever since been treated by Phetteplace & Seagrave, or Edward Seagrave, as the property of the latter, to the knowledge of the respondent, or that any of said assigned property has been withdrawn from the respondent by Edward Seagrave. It denies any demand on the respondent for the payment of the judgment aforenamed, or for the property, or for cancelling the mortgage aforesaid.

The answer denies any conveyance from Edward Seagrave to the respondent, except his assignment, and concludes with a statement of the property received by the respondent, under the assignment. Annexed is a schedule of the property received under the assignment.

Testimony has been taken on both sides, and the case comes up for hearing on bill, answers, and proofs.

The complainants submit the following points:

I. That Edward Seagrave, who was indebted to the complainants, Parker, Chapman & Co., in the sum of sixty thousand dollars, and against whom a large amount of negotiable mercantile paper was outstanding, besides that held by the complainants, made a fraudulent arrangement with the respondents, Phetteplace and Seagrave, in pursuance of which they bought a large amount of this paper on which Seagrave was liable for from 20 to 25 per cent. of its full value, and that Edward Seagrave then transferred his own

property to them in exchange for this negotiable paper, and mortgaged his real estate to them as further security for payment, estimating this paper at its full nominal value in the exchange.

II. The complainants claim that the large amount of property of Edward Seagrave, which the respondents thus received without any real consideration, is fraudulently held by them for the benefit of Edward Seagrave, and really belongs to him; also that the mortgage to the respondents of Seagrave's real estate, and the assignment of it to Updike, subject to the mortgage, are without consideration, fraudulent and void, inasmuch as executed for the above purpose. They therefore ask the interposition of the Court to cancel and discharge the mortgage-deed and assignment to Updike upon said real estate, (it having been attached and sold on their execution against Seagrave,) and to enable the property of Seagrave, so fraudulently held by the respondents, to be appropriated towards the discharge of the debts due the complainants from him.

It appears by the deposition of William T. Merritt, (printed Record, side-pp. 119 to 124,) and by the deposition of Samuel Harris, (Record, side-pp. 86 to 92,) that in 1853 Edward Seagrave was engaged with them in a wool speculation; that on the 1st of July, 1853, he gave up a balance due him on account, and notes afterwards paid, and property—amounting in all to $33,811—to be released from all liability on account of this speculation; and they agreed to take care of certain drafts drawn by said Edward Seagrave, payable to the order of Samuel Harris, endorsed by the latter and accepted by Isaac Merritt & Co., amounting to a little over $175,000.

See William T. Merritt's answers to direct interrogatories 7 and 8. (Record, page 120,) and to cross interrogatory 11, (page 124.)

It is proved by Edward Seagrave's testimony that one of those pieces of paper, all of which Merritt & Harris failed to take care of, was presented to him in February, 1854, and that he then stopped payment, but that he made no assignment until January 4, 1855.

See Edward Seagrave's answers to direct interrogatory 7, and cross interrogatory 1. (Record, pages 173–178.)

But at the time he failed, in February, 1854, he had property to the value of at least over fifty thousand dollars.

Edward Seagrave's answer to direct interrogatory 19. (Record, page 175; Exhibit S, page 219.)

By which it appears that he afterwards transferred property of that value to Phetteplace & Seagrave.

The complainants claim that it appears in proof that immediately after his failure in February, 1854, Edward Seagrave made a pretended mortgage to Josiah Seagrave, to cover all his property until his fraudulent arrangement with Phetteplace & Seagrave could be perfected. It is proved that he made a mortgage in November, 1854, to Josiah Seagrave, of his real estate in Providence.

Edward Seagrave's answers to cross interrogatories 3, 5, 6. (Record, page 179.)

The only consideration for this mortgage was Josiah Seagrave's note for $8,000, the parties exchanging notes. It was never used; nothing done with it; nothing paid Josiah Seagrave on account of it; and it was finally given back to Josiah Seagrave, and the mortgage cancelled.

See Edward Seagrave's answer to cross interrogatories 7 to 20, particularly answers to Nos. 12, 14, 15, 18, 19, and 20. (Record, pages 174–180.)

Josiah Seagrave's answers to cross interrogatories 2 to 18 inclusive. (Rec., pages 262, 263.)

DEPOSITION OF EDWARD SEAGRAVE.

Cross-Interrogatory 9. State what was the real consideration for said mortgage. State fully and specifically of what it consisted.

Answer. It was $8,000, and consisted of Josiah Seagrave Jr.'s notes for that amount.

Cross-Interrogatory 18. Why was said mortgage cancelled?

Answer. If cancelled, it was for the reason that my note for the $8,000 was cancelled. I got notes amounting to $8,000 from Josiah Seagrave, Jr., for the purpose of using them if required; but being able to get along without using them, I gave them back again, and the mortgage was cancelled, and Josiah Seagrave, Jr., delivered up my note for the $8,000. (Record, page 180.)

It also appears that at the time Edward Seagrave stopped payment he held shares in the Worcester County Bank, valued at five thousand dollars, (E. Seagrave's answers to cross-interrogatories 50, 51. Record, page 183,) which he sold about the middle of February, 1854, to James S. Phetteplace for $4,500, receiving his (Phetteplace's) note for that sum, (Answer to cross-interrogatory 52. Record, page 184,) which note he afterwards transferred to Phetteplace & Seagrave.

(See Exhibit "A," annexed to his deposition aforesaid. Record, page 219.)

Answer to Cross-Interrogatory 52. I think I sold said stock about the middle of February, 1854, to James S. Phetteplace, for $4,500. I transferred them about the same time, and received in consideration therefor his note for that sum. (Record, page 184.)

It appears further in evidence that, previous to his failure, Edward Seagrave had subscribed for Wauregan stock to the

amount of $12,500; the stock he also directs to be put in the name of Phetteplace & Seagrave; and it was so done.

Answer to cross-interrogatories 69 to 76. (Record, page 185.)

It further appears in evidence that Edward Seagrave, who had leased a mill in Waterford of Welcome Farnum, for five years, at a yearly rent of $19,000, in February, 1851, and given his own note for the rent, assigned the lease to Evans and Seagrave, in June, 1852, for a nominal consideration; then purchased his own note, given as aforesaid, and afterwards assigned or transferred it to Phetteplace & Seagrave.

Answer to cross interrogatories 96 to 102. (Record, page 186 and 187)

It appears from the above circumstances, that immediately after his suspension of payment, Edward Seagrave protects his real estate from attachment, by a mortgage with no real consideration, or only that of a note, which was never used; and converts most of his attachable property into notes, or other obligations, which cannot be levied upon, or transfers it to Phetteplace and Seagrave. This renders him free to carry out the fraudulent agreement with Phetteplace & Seagrave, for the purchase of his liabilities on the Merritt & Harris paper, at reduced rates, and compels the holders to sell it at a sacrifice.

The proof of this agreement is next to be considered. Edward Seagrave admits, that holders of his aforementioned drafts, accepted by Isaac Merritt & Co., and endorsed by Samuel Harris, or of his notes, called on him in relation to them, between the time of his suspension and his assignment, although he denies *recollecting* recommending them to sell to Phetteplace & Seagrave.

Answer to cross interrogatories 110. (Record, page 187; 142, p. 199; 158, p. 191; 221 and 22, p. 196; 236, 237, p. 197; 383, p. 209, and 401, p. 210.)

Cross interrogatory, 399. After said notes (*i. e.* notes made by Edward Seagrave, and endorsed by Samuel Harris), had matured, and had been protested for non-payment, did any person, or persons in behalf of said Smithfield Union Bank, of Smithfield, call upon or have any interview with you? If so, state fully and particularly, all that was said; both by the person or persons, who so called upon you, and by yourself, at such interview, or such interviews.

Answer. Some person or persons did call on me on behalf of said Bank. I cannot recollect who they were, or what was said particularly at that time. No distinct proposition was made by them, or either of them, to me.

401. Did you not advise the person or persons who so called upon you, or with whom you had such interview, or interviews, in relation to said notes, to see Phetteplace and Seagrave, about the purchase of said notes.

Answer. I do not recollect of so advising. On being told by them that they had received a letter from Phetteplace and Seagrave, I think in regard to the purchase of said paper by them, I might have replied, that it would do no hurt to see them, or words to that effect.

406. Did you not in effect, advise a sale of said notes to Phetteplace and Seagrave?

Answer. *I do not recollect so advising*, other than I have stated. (Record, page 210.)

But it appears directly in evidence, that Edward Seagrave *did advise* holders of such papers to sell it to Phetteplace & Seagrave, at about 25 per cent. of its nominal value.

Elijah B. Newell testifies, that in 1854, he was cashier of the Producers Bank, in Woonsocket, which then held two drafts of Isaac Merritt & Co., on Edward Seagrave, endorsed by him, and accepted by Samuel Harris. (Answers to direct interrogatories 2 and 3, p. 100.)

That Edward Seagrave sent for him, and advised him to sell to Phetteplace & Seagrave. (Answer to interrogatory 9, p. 101.) He further testifies, that Seagrave sent for him; that he did not go of his own motion, and that he advised him to sell to Phetteplace & Seagrave, not merely made no objection. (Answers to cross interrogatories 3, 4, 5, p. 102.)

He also testifies that he sold the paper to Jacob T. Seagrave, for 25 cents on the dollar, receiving in exchange, ten notes of Phetteplace & Seagrave, endorsed by Jacob T. and Josiah Seagrave. (Answer to interrogatory 8, page 100.)

Direct interrogatory 9. State, whether or not before the sale of said paper to said Phetteplace & Seagrave, you, on behalf of your bank, saw Edward Seagrave; and if so, whether or not you had any conversation with him, about such sale, and if you had any such conversation, state fully and particularly what was said.

Answer. After Spencer Mowry had spoken to me about the sale of the paper, Edward Seagrave, for whom our bank had discounted a good deal of paper, and whom I considered a good friend of ours, sent for me to come and see him, at his counting-room, at Waterford. I had an interview with him, the object of which was to find out whether he was satisfied. He advised us to make the sale to Phetteplace & Seagrave, telling us that it was the best we would probably ever do; and he had always said we should be as well dealt by as anybody. Nothing was said about anybody else but Phetteplace and Seagrave; and I knew of nobody else wanting it, until I came to town, when I made the trade with Jacob T. Seagrave, taking the notes I have described above for the paper.

10. State, whether or not said Edward Seagrave, in said conversation, or at any other time, advised the sale of said paper to Phetteplace & Seagrave. If so, state the language he used, and the reasons he gave.

Answer. All that I can say in regard to that, is contained in my answer to the last question. He did advise us to sell to Phetteplace & Seagrave, saying it was the best we could probably ever do; and we had confidence in him, and I came to town and sold the paper, as I have stated. (Record, page 101).

Cross-Interrogatory 3. Do you mean to be understood as swearing that said Edward Seagrave *advised* you to sell said paper to Phetteplace & Seagrave? Or did you first go to him of your own motion, and tell him you were about to sell them the paper, and ask him if he had any objections to it? State which way this was.

Answer. I mean to be understood as swearing that Edward Seagrave *did advise me to sell the paper to Phetteplace & Seagrave*, and there was no one else mentioned between him and me *He sent for me to come and see him*, and I did not go of my own motion. *He also called on me at the bank once after that;* I think the day before I came into town; and we talked the matter over there quite fully.

Answer 4th. I did not go to see him (Seagrave) of my own motion. He sent for me to come and see him, at his counting-room, at Waterford, and I went.

Answer 5th. He (Edward Seagrave) did not say that he had no objection to my selling the paper, for I asked him no such question; but he *did advise me to sell the vaper to Phetteplace & Seagrave.* After Spencer Mowry had spoken

to the bank about selling, we decided to do nothing until we had seen Edward Seagrave and learned what he thought about our selling. This was because he had been a good friend of ours. But *before I had time to go and see him he sent for me*, as I have stated, and he then *advised us to sell the paper to Phetteplace and Seagrave.* (Record, page 102.)

The testimony of Spencer Mowry confirms the above statements of Mr. Newell, and proves that Phetteplace & Seagrave only desired a certain amount of paper, namely, about $40,000.

Spencer Mowry testifies that in 1854 he was President of the Globe Bank of Smithfield; (Answer to interrogatory 2, Record, page 103,) that his bank then held eight drafts of Edward Seagrave on Isaac Merritt & Co., endorsed by Samuel Harris; (Answer to interrogatory 3,) that as an officer of the bank he had negotiations with Phetteplace & Seagrave for the sale of the paper aforesaid; (Answer to interrogatory 6,) that Edward Seagrave first gave him information that Phetteplace & Seagrave would buy the paper; that on being asked if it would be a disadvantage to him to sell the paper to Phetteplace & Seagrave he urged the witness to sell to them. (Answers to interrogatories 7 and 10, Record, pages 103 and 104. See particularly answer to interrogatory 7.) It further appears that he sold Phetteplace & Seagrave $21,153 for 25 cents on the dollar; (Answer to interrogatory 8, Record page 104,) that after this purchase Phetteplace & Seagrave expressed a desire to obtain more, and mentioned the amount they wished to buy, from forty to forty-five thousand dollars; (Answers to interrogatories 11 and 12, Record, page 105,) that other parties did sell to them, and that they refused to give 25 per cent. to discharge Edward Seagrave, and allow the holders to still hold the other names. (Answers to interrogatory 7, page 104, and 14 and 15, page 105.) Annexed to this deposition is a letter from Phetteplace & Seagrave to the witness, requesting him to ask the Cumberland Bank Directors to see them in relation to the purchase of paper of this description; (Record, page 107,) and the witness further testifies that the understanding he then had of the object of Phetteplace and Seagrave in the purchase of this paper, expressed by him at the time to other holders of this paper, was that Seagrave had money left, and his friends were going to buy this paper at 25 cents on the dollar, and thereby save seventy-five cents to Edward Seagrave. (Page 105.)

Direct Interrogatory 7. State at whose suggestion said negotiations were commenced.

Answer. My impression now is, that the first intimation I had was from Edward Seagrave. I cannot swear positively, but I am strongly of the opinion that he was the first from whom I had any intimation who would purchase the paper. Any how I had an interview with him, and I think the first. I had several talks with Edward Seagrave, and so I had with George and Jacob. These interviews which I had, more than one with Edward, I was very friendly with him. He came to me several times to assist him, and we would ferret out these Merritts, and he was always free to tell me about his affairs. *I learned from him that before he went into this speculation he was worth a hundred thousand dollars, and I could not learn from him or anybody else that he had lost more than half that amount. Therefore I supposed there was money back that he had not paid into the concern.* In these interviews with him about selling the paper to the Seagraves, I asked him whether or not, if we sold that paper to Phetteplace & Seagrave, or Jacob Seagrave, it would be any disadvantage to him, because if anybody was going to be benefited by it I wanted it to be him. But he said "*No, you had better let them have it, it will be the best you can do*; that he could not buy it."

I came in several times because I was willing to discharge Edward Seagrave on the paper, and hold the other names. But they would not buy it that way; they did not want it in that fashion. They repeatedly told me they could buy paper in Providence at that, but they wanted to get it from

the country banks, to give our banks the preference. They pretended some of the time, that they could buy it less than that, but they would give me twenty-five cents on the dollar. (Pages 103 and 104.)

Direct Interrogatory 10. In the course of the negotiations which resulted in the sale of said paper, did you see and have any conversation with Edward Seagrave relative to said sale? If so, state what the conversation was, fully and particularly.

Answer. I had several conversations with him. I talked with him about selling the paper. I think he told me first who would buy that paper, and after seeing the Seagraves and Phetteplace, I saw Edward Seagrave again, and asked him, after telling him what they would give, *whether it would be any disadvantage to him to let them have it, because if anybody was favored I wanted it to be him, and he said, "No, you had better let him have it, it is the best you can do,"* or words to that effect; that he could not buy it. That is the conversation as near as I can recollect it.

17. State what understanding you had, at the time, of the object of Phetteplace & Seagrave, in the purchase of this paper, and whether you expressed the same to the holders of the paper whom you saw at the request of Phetteplace & Seagrave?

Answer. Well, the way I told our directors and talked with the other parties whom I saw was, that Seagrave had this money left, and his friends were going to buy this paper at twenty-five cents on the dollar, and thereby save seventy-five cents to Edward Seagrave; and I did not see any way to prevent that; I supposed that was the plan; it looked to me as though they were going to do it in that way.

George Cooke testifies to the sale of five pieces of paper of the above description, by the Cumberland Bank, to Phetteplace & Seagrave for twenty-five per cent. of their nominal value, in much the same terms as Mr. Newell and Mr. Mowry.

Record, pages 108, 109.

In November, 1854, at the time judgment is about to be obtained by Parker, Chapman & Co. vs. Edward Seagrave, and the respondents are ready to complete their fraudulent scheme. We have seen Edward Seagrave urging the holders of his paper to sell it at reduced rates to Phetteplace and Seagrave; we find them desiring to purchase only a certain amount, which they have now obtained. They hold paper on which Edward Seagrave is liable to the amount of $47,259 83. (See schedule B, annexed to the answer of Phetteplace & Seagrave, Record, p. 58.)

The mortgage of real estate to Josiah Seagrave by Edward Seagrave, above referred to, is cancelled, as has been previously shown, and the same property mortgaged to Phetteplace & Seagrave. (Schedule C, annexed to answer of Phetteplace and Seagrave. (Record, p. 62.)

Property is transferred to Phetteplace and Seagrave, or mortgaged to them by Edward Seagrave, to the amount of at least $48,115 34, by their own estimation. (See schedule C, page 62; copy of mortgage, Record, p. 22.)

As to the interest of Edward Langworthy in this transaction - See answer to direct int: 29. 33. p 174

He receives in exchange his drafts and notes so purchased as aforesaid, by Phetteplace & Seagrave, estimated at their full value in exchange.

Answer of Phetteplace & Seagrave;
Schedules B and C, aforenamed.
Answer of Edward Seagrave to cross interrogatory, 121, p. 188; 25, p. 181, and many others, especially answers to interrogatory 465 to 469, in Record, p. 215.

And these notes and drafts are the sole compensation for the mortgage. He assigns all these drafts to the assignee. (Answer of Edward Seagrave to cross interrogatory 470–473, Record, p. 216.)

Schedule annexed to answer of W. W. Updike, Record, page 80.

And in his assignment he prefers Phetteplace & Seagrave for all these liabilities and all others from him to them.

Answer of Phetteplace & Seagrave.
Copy of assignment, Record, page 27.

III. The defendants, Phetteplace & Seagrave were, at most, volunteers in the purchase of claims against Edward Seagrave; they had full notice that he was hopelessly insolvent; Phetteplace had received a conveyance of a part of his personal property, (the Wauregan stock,) without consideration, and of another part of his personal property, (the Bank stock,) for a note on demand, which property was worth about as much as was paid for the depreciated paper; and George A. Seagrave was Edward's brother, and both had the means of knowledge, and actually knew the amount of property held by Edward, and that a conveyance to them by Edward, of the property described in the present suit, would deprive Edward of all means of paying his other creditors; and their knowledge throws upon them the burden of proving the fairness of the transaction. This they have not done; but have admitted that they purchased depreciated paper, which Edward Seagrave claimed that he was under no moral obligation to pay, and then claimed payment in full, knowing that such payment would deprive the debtor of all means of paying anything to his other creditors. They were not his just creditors, nor was the debt in their hands an honest debt; but the whole scheme was a gross fraud on the complainants.

See Kaine vs. Weigley, 22 Penn. 179.
Bullett vs. Wattington, 3 Md. Chy. Decision, 99.

Wiley Banks & Co. vs. Knight et als., 27 Ala. 336.
Garland vs. Rives, 4 Randolph, 282.
Nesbitt vs. Digby, 13 Illinois, 387.

IV. The assignment of Updike is void, as it was part of the scheme to cover up the fraud by which the property of Edward Seagrave was placed in the hands of Phetteplace & Seagrave. Such assignments are no obstruction to the execution of legal process, or to the granting of relief in equity.

Stewart vs. Spencer, 1 Curtis, 157.
Heydock vs. Stanhope, do. 471.
In the matter of Durfee, 4 R. I. Rep., 401.
Fuller et al. vs. Ives et al., 6 McLean, 478.
See also, Hare & Wallace's American Leading Cases, Vol. 1, pp. 17–75.

V. The transfer of property to Phetteplace & Seagrave by Edward Seagrave was a voluntary conveyance, and the execution of the assignment subsequently, covering the same property and recognizing the existence of the debt due to Phetteplace & Seagrave, pretendedly settled by this transfer, is evidence of the fraudulent character of the transfer.

Cathcart et al. *vs.* Robinson, 5 Peters, 263.

VI. And on the principle that, if a contract be fraudulent and void in part it is void altogether, the complainants are entitled to a decree declaring the mortgage from Edward Seagrave to Phetteplace & Seagrave void, and affirming the title of the complainant, Stevenson, under the execution sale, and also for the payment of $43,856 61, with interest from November 15, 1854.

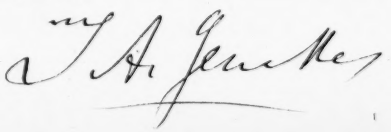
VII. The defendants advanced money to Edward Seagrave to support himself and family, down to the date of the commencement of this suit.

See Account, page 226.

This is conclusive evidence of the private understanding between the parties to this attempted fraud.

VIII. The point made by the defendants about the title of the complainants to bring this suit is of no effect, because

1. The action at law was based upon foreign bills of exchange.
2. The objection comes too late. If valid at all, it should have been taken in the suit at law.



1431

Supreme Court of the United States.

IN EQUITY.

JOHN S. PARKER ET AL.

VS.

JAMES S. PHETTEPLACE ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

Defendant's Brief.

PROVIDENCE:
KNOWLES, ANTHONY & CO., PRINTERS
1864.

Supreme Court of the United States.

IN EQUITY.

JOHN S. PALMER ET AL.

vs.

JAMES S. PHILLIPS ET AL.

DEFENDANTS' BRIEF.

The parties to the bill are the assignees of Perkins Cooper & Co., trustees in Georgia Mortgage, and others, proprietors of Lower Dam & Improvement Co., & Southern Water Power Co., plaintiffs, & James S. Phillips, John Doe, & Richard Roe, defendants.

The complainants' allegations.

That the defendants unlawfully & maliciously with force & arms & with a multitude of persons to the number of 100 & upwards to the complainants unknown, did on the 4th day of July, 1870, & on divers other days & times between that day & the filing of the complaint herein, unlawfully & maliciously with force & arms & with a multitude of persons to the number of 100 & upwards to the complainants unknown, did break down & destroy the dam of the complainants across the Chattahoochee River, & the gates thereof, & the flumes, & the machinery connected therewith, & the buildings of the complainants, & the machinery therein, & the goods & chattels of the complainants, & the property of the complainants, & the property of the complainants in the possession of the complainants, & the property of the complainants in the possession of the complainants, & the property of the complainants in the possession

1033

Supreme Court of the United States.

IN EQUITY.

JOHN S. PARKER ET AL.

vs.

JAMES S. PHETTEPLACE ET AL.

Appeal from the Circuit Court of the United States for the District of Rhode Island.

DEFENDANTS' BRIEF.

The parties to the bill are the insolvent firm of Parker, Chapman & Co., trustees to George Stevenson, their assignee, *complainants* against James S. Phetteplace, George A. Seagrave and Walter W. Updike, (now deceased,) defendants.—Record, p. 1.

Edward Seagrave is not made party to the bill.

The complainants' bill charges—

That the defendants entered into a conspiracy with one Edward Seagrave, to defraud, and that they have defrauded the complainants. That this conspiracy was formed and consummated as follows:

That, in 1854, Edward Seagrave, then of Providence, was doing business and the owner of considerable real and personal estate, mostly situated in Rhode Island.

That prior to October 26, 1854, Parker, Chapman & Tobey, then doing business under the style of Parker, Chapman & Co., became *possessed*, for a valuable consideration, of certain bills of exchange, drawn by said Edward Seagrave, then overdue and protested; and also of certain prommissory notes made by said Edward Seagrave.

That on the 26th day of October, 1854, they commenced suit against said Edward Seagrave in the United States Circuit Court, on said bill and notes, and that, at the November Term, 1854, they obtained judgment against him for the sum of $60,520 38 and costs; that execution issued thereon, and that it was paid in part, and the rest unpaid.

That on the 20th of December, 1854, Parker, Chapman & Tobey failed and assigned to George Stevenson, one of said complainants, and included said judgment in their assignment.

That during the pendency of said suit at law, said Edward Seagrave combined and confederated with James S. Phetteplace and George A. Seagrave, to defraud complainants, and to hinder and delay them in collecting their expected judgment; and that they "came to some bargain, understanding and agreement, between themselves," by which defendants Phetteplace & Seagrave were to purchase paper on which said Edward Seagrave was liable, and then unpaid, to an amount between $40,000 and $50,000, at a sum not exceeding 25 per cent. of the face thereof; and that the said Edward Seagrave should turn over to said Phetteplace & Seagrave all, or a greater portion, of his property, including his visible and attachable property, for said paper, at the full value thereof, thereby leaving in the hands of said Phetteplace and Seagrave an amount equal to the differ-

ence between the amount of principal and interest due on said paper, and the amount they should pay for the same.

This is what it is charged they conspired *to do*.

It is then charged that they carried this conspiracy into effect as follows:

That said Phetteplace & Seagrave, in pursuance of such understanding, bought from different banks and persons an amount of said paper exceeding $40,000, amounting to about $43,000, for from 15 to 25 per cent. of the face thereof. That Edward Seagrave knew of and assented to such purchase, and that it was done with the expectation and belief growing out of said understanding, that he would *pay and secure them* the full amount thereof.

That Edward Seagrave refused to purchase said paper at those rates, and referred all persons desiring to sell such paper to Phetteplace & Seagrave.

That then the said Edward Seagrave conveyed to them certain stocks and real estate, and mortgaged his real estate, and delivered to them certain notes and evidences of debt of the value of $50,000, and received from them paper on which said Edward Seagrave was liable, amounting to about $43,000, which they had purchased, as aforesaid, and that this was a fraud upon the complainants.

That all this was done in pursuance of such understanding, and the delivery of the paper of said Edward Seagrave to him, by said Phetteplace & Seagrave, was a mere pretence of payment for the property and evidences of debt transferred and delivered by him to them, and was a mere contrivance to enable *said Phetteplace & Seagrave to hold said property for the benefit of said Edward Seagrave*, and in fraud of the complainants and the other creditors of said Edward Seagrave.

That afterwards, viz., January 4, 1855, said Edward Seagrave made a general assignment of all his property to W. W. Updike, in which Phetteplace & Seagrave are preferred on all notes, drafts and acceptances held by them on which Edward Seagrave was liable, and for all *just claims* which they had against him, and to indemnify them for all their liabilities for said Edward Seagrave.

That Updike was the attorney for said Edward Seagrave, and knew of all the preceding, and of the transfer of said stock and other evidences of debt, and of the making of said mortgage; that it was done in his office; that he knew of the purchase of said paper, and that it was done under said arrangement and understanding, and that it was fraudulent, and that it was a part of said scheme, and designed to cover up the previous transactions.

That the making of said assignment was a part of said fraudulent scheme; and that the preference of said Phetteplace & Seagrave therein was designed to cover up the previous fraudulent transactions, and that this was then known to said Updike.

That said paper, so purchased and turned over to said Edward Seagrave, was assigned to said Updike, as part of said assigned effects, instead of the property so placed in the hands of said Phetteplace & Seagrave.

That said notes and other property, so placed in the hands of Phetteplace & Seagrave, were treated, both by him and them, as the property of said Edward Seagrave, before and after said assignment, and that he withdrew and used some part thereof for himself without account.

The bill then specifies certain of the property so transferred to Phetteplace & Seagrave by Edward Seagrave; states that complainants' judgment is unsatisfied, and prays, in substance, that the property so received by Phetteplace & Seagrave may be

decreed to have been fraudulently received by them, and that it may be applied to pay said judgment.

The above is a statement of the substance (and mainly in the words) of the complainants' bill.

Phetteplace & Seagrave answer jointly—Updike severally—all responsive to the bill, and each and all pointedly and unequivocally denying the conspiracy and fraud charged in the whole and in all its parts.

Complainants' depositions are—

Samuel Harris.
Elijah B. Newell.
George Cook.
Spencer Mowry.
William T. Merritt.

Defendants' depositions are—

Edward Seagrave.
William J. Cross.
Earl P. Mason.
Walter W. Updike.
Josiah Seagrave.

Edward Seagrave, in and prior to the year 1853, had been a woollen manufacturer. In that year, he was induced, by Isaac Merritt & Co., of New York, and Samuel Harris, to become interested with them in a large wool speculation. In the course of it they procured Edward Seagrave's acceptances and endorsements on their paper to the amount of about $176,000.—Record, p. 118, Edward Seagrave, Defendants' Deposition, ans. 3 and 5.

Seagrave becoming alarmed, on the 1st of July, 1853, made an agreement with Merritt and Samuel Harris, (Record, p. 77–8,) by which he sold out to them his entire interest in the wool business; agreed to make no charge for his services, and to pay

them $33,500 and interest at six months; they (Merritt & Co. and Harris) paying all the paper given and debts contracted for the wool, and to indemnify said Seagrave against the same, and all further cost from said wool transaction.

See Merritt's (complainants') dep. p. 80–1, ans. 3, 4.

Seagrave actually paid them, as he agreed, this $33,500.—Merritt's dep. p. 79, ans. 8. Edward Seagrave's dep. (defendants') p. 118, ans. 2.

He also turned over to them the house he had bought to live in.

But Merritt & Co. and Harris *did not* pay the paper on which said Edward Seagrave was liable, as they agreed to do.—p. 118, ans. 2 and 6 of Edward Seagrave. Merritt's dep. p. 82, cross-ans. 10.

Before and after so selling out, July, 1853, said Seagrave continued to carry on his usual individual business.

February 4th, 1854, Merritt & Co. and Samuel Harris failed. Samuel Harris' dep. (complainants') p. 56, cross-ans. 1, 2.

Edward Seagrave's dep. p. 118, ans. 4.

Edward Seagrave stopped payment on *this* (wool) paper at the same time, (p. 118, ans. 7,) he having actually paid Merritt and Harris $33,500, and taken their agreement to pay it themselves and hold him harmless from it.

But Edward Seagrave *continued to carry on his individual business, and to pay his individual debts, for nearly a year after* the failure of Merritt & Co. and Harris, *viz., till January* 4, 1855, the date of his assignment. He says:

"I continued to pay my own paper or that growing out of my own liabilities."—p. 118–19, ans. 7. "I did not stop on debts that I had received value for until 4th of January, 1855, at the time I made my assignment."—p. 122, cross-ans. 1.

The complainants claim that they are the creditors of Edward Seagrave.

When, how, and under what circumstances did they become so?

Their bill says, (p. 1,) that they became and were *possessed*, for a valuable *consideration*, of certain bills of exchange, &c. It does *not* say they were *bona fide owners* of it. More as to this hereafter.

On the — day of *October*, 1854, the firm of Hill, Carpenter & Co., of Providence, being indebted in a "large sum" to Parker, Chapman & Co., "by book account, notes and otherwise," pretendedly assign to them a parcel of drafts drawn by Edward Seagrave, accepted by Merritt & Co., and endorsed by Samuel Harris, as COLLATERAL SECURITY.—See written assignment and schedule of paper, Record, p. 167–8, annexed to deposition of William J. Cross, one of the firm of Hill, Carpenter & Co.

Cross says this transfer was executed *about* October 24, 1854. p. 166, ans. 8.

It will be recollected that Merritt & Co. and Samuel Harris failed February 4, 1854.

When the complainants therefore became *possessed* of this paper, which, as they say, makes them creditors of Edward Seagrave, it was long *overdue*, and *Merritt & Harris had failed more than eight months before.*

This is the same paper on which the complainants' suit is instituted against Edward Seagrave, in Providence, on the 26th October, 1854, and judgment had at the November Term of the United States Circuit Court, as alleged in bill.—p. 1.

Next, the complainants Parker, Chapman & Co. fail and assign to Stevenson: this is December 20, 1854.—See copy of their assignment, p. 8, and on, and schedule, p. 10, 11.

The transfer of this failed stale paper to complainants as

collateral security so strengthened their credit that they failed as soon as they got it.

At the time Hill, Carpenter & Co. so transferred said paper to the complainants, they (Hill, Carpenter & Co.) were doing as large a business as any firm in New England, and esteemed very rich.

But soon after said pretended transfer, they too failed.

Some evidence will be referred to directly *tending* to show that the paper and judgment, so *possessed* by the complainants, belongs to the assignees of Hill, Carpenter & Co., citizens of Rhode Island.

Having thus given an abstract of the bill and referred to some general facts, before proceeding further, the attention of the court is called to the charge of fraud contained in the bill—*wherein the fraud consists, as there stated.*

On page 2d of the record, it states, "that in pursuance of said understanding and agreement, the said firm of Phetteplace & Seagrave purchased an amount of said paper, upon which said Edward Seagrave was liable, exceeding the sum of $40,000, and amounting to about $43,000, at rates varying from 15 to 25 per cent. of the amount of the face thereof, with the full understanding and knowledge, on the part of the said Edward Seagrave, that they were purchasing the same, and with his assent to their making such purchase, *and with the expectation and belief growing out of said understanding and agreement, that he would pay or secure* TO THEM the *full amount of principal and interest* due thereon; "and said Edward Seagrave refused to purchase said paper at those rates, and referred all persons offering such paper to Phetteplace & Seagrave."

Here the charge is, that the fraudulent understanding and agreement was that "Edward Seagrave should *pay or secure to*

them (said Phetteplace & Seagrave) the full amount of said paper, principal and interest;" *paying* and *securing them* the full amountof the same *for the benefit of said Phetteplace & Seagrave.*

The bill then proceeds to state (Record, p. 1, 2), "that in pursuance of said arrangement, understanding and agreement between the said Edward Seagrave and the said Phetteplace & Seagrave, the said Edward Seagrave conveyed to them certain stocks and real estate, &c., to secure them for said *pretended indebtedness*, and received from them the paper on which he, (the said Edward Seagrave,) was liable," &c., and avers that said transaction was "a fraud on the complainants, and so intended, &c., and that the delivery of the paper of the said Edward Seagrave to him by the said Phetteplace & Seagrave was in pursuance of the arrangement, understanding or agreement which they had had with him when they purchased the same at a small percentage, as aforesaid, and was a mere pretence of payment for the property and evidence of debt transferred and conveyed and delivered by him to them, as aforesaid, *and was, in reality, a fraudulent contrivance to enable said Phetteplace & Seagrave to hold said property for the benefit of said Edward Seagrave*, and in fraud of your orator and the other creditors of said Edward Seagrave."

Here the fraud is made to consist in the delivery by Phetteplace & Seagrave to Edward Seagrave of his paper which they had so purchased as a pretence of payment for the property they received from him, and to enable them to hold said property for *the benefit of Edward Seagrave.*

The inconsistency of these charges is apparent; and though the inconsistency as such be unimportant, what it suggests may be important.

The former, charges that Phetteplace & Seagrave bought the paper with the knowledge and assent of Edward Seagrave, and with the *expectation* and *belief* growing out of said agreement,

that Edward Seagrave would *pay* or *secure to them* the full amount, principal and interest,—the necessary meaning of all which is, that it was to be for the *benefit of Phetteplace & Seagrave;* that *they* were to make the difference between the price paid and the amount received.

The latter charge is in so many words, that it was *all for the benefit of Edward Seagrave.*

The complainants find themselves in this predicament:

If they charge that Phetteplace & Seagrave bought, for a valuable consideration, this genuine paper, *with the intent to get Edward Seagrave to pay or secure it to them*, it does not approach a fraud.

If they charge that Phetteplace & Seagrave bought this paper *for the exclusive benefit of Edward Seagrave*, then they state a case *without any motive* to commit fraud,—a case, too, rendered not improbable merely, but incredible; as it requires the defendants to make an advance, not of notes or liabilities, but of some $10,000 *to* $12,000 *cash*,—and this subject not merely to the ordinary risk of loss, but to the extraordinary risk of being embarked in a scheme of fraud, (which the complainants will see is clearly proved,) and from all which the defendants can gain nothing.

The complainants became *possessed* of their failed paper about October 24, 1854, by assignment and as collateral security for an old debt due them from Hill, Carpenter & Co.

The defendants purchased theirs in the last of October and before the 10th of November, 1854.—Phetteplace & Seagrave's answer, p. 24; Newell's dep. p. 64, ans. 8; Mowry's dep. p. 68, cross-ans. 1.

The paper so purchased by the defendants was precisely of the same kind as that possessed by the complainants.—Schedule B, p. 34, and on.

Phetteplace & Seagrave obtained payment from Edward Sea-

grave for their said paper, from the 13th to the 17th Nove
1854.—Edward Seagrave's dep. p. 120, ans. 19, 20.

It is no where charged or pretended by the complainant
the debts or paper of Edward Seagrave which Phettepl
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It is no where charged or pretended by the complainants that the debts or paper of Edward Seagrave which Phetteplace & Seagrave purchased of different persons and banks were not *genuine* and *honest debts.*

It is not alleged that the persons and banks of whom Phetteplace & Seagrave so purchased said paper were deceived or defrauded by Phetteplace & Seagrave; and supposing that *they* had been, it is no fraud on these complainants. *They* could not take advantage of it, nor could they import it into their case to aid in eking out an alleged fraud on them. The sellers knew the market for failed paper where they live as well as Phetteplace & Seagrave did. They tried the market; it was all open and public, and each of the sellers—shrewd business men—acted on his own judgment and for himself; and none of them have ever come here or elsewhere to pretend that the purchase was not *entirely fair.* The *debts* then were *genuine, bona fide debts* of Edward Seagrave. The *purchase* of them by Phetteplace & Seagrave was also *a bona fide purchase.*

That there was a *valuable consideration* paid for them by Phetteplace & Seagrave is not only not denied by the bill, *but it is alleged that they paid from* 15 *to* 25 *per cent. of the face of them.*

Phetteplace & Seagrave thus became the *bona fide purchasers,* for a *valuable consideration,* of the *bona fide debts of Edward Seagrave;* and it is not easy to see why, *after* such purchase, they were not just as much the *creditors* of Edward Seagrave as the persons and banks of whom they purchased were *before* the purchase; nor is it easy to see why, up to this point certainly, their rights, as such creditors of Edward Seagrave, are not as good, to say the least, as those of the complainants who became *possessed* (it is not even alleged *bona fide*) of certain paper upon which they obtained a judgment. The fraud is not yet, but is yet *to be,* committed.

Phetteplace & Seagrave so being creditors of Edward Seagrave were legally entitled to have their claims paid in full by him, and he was legally bound to pay them in full; and an agreement betwe[illegible] them for Edward Seagrave "to *pay or secure* to *them* the full amount" of such debts, (independent of any bankrupt or insolvent law, and it will be shown directly that there is no such that affect this case,) cannot be a fraud on the complainants. It is the payment, by a debtor to his creditor, of his honest debt,—precisely what the complainants want done with their claim. It can make no difference whether the payment is in gold, greenbacks or (other) property. They intended and tried to get theirs paid in full, but failed, and now turn round and charge the defendants with fraud, for doing that which they (complainants themselves) attempted to do, but failed to accomplish. Here is the rub, and hence this suit.

At the time when Edward Seagrave so paid Phetteplace & Seagrave the paper they held against him, the complainants had no *specific lien* on any of the property of Edward Seagrave—none on the property so paid to Phetteplace & Seagrave.

They then had no attachment, no levy, no mortgage, no *specific lien* of any kind. Edward Seagrave was, as to them, the absolute master of his property. The only right the complainants had, was, that he should pay his debts with it.

The complainants and defendants were alike and equally the *general* creditors of Edward Seagrave.

Suppose the defendants, on the 17th day of November, 1854, having an opportunity to do so, had attached all Edward Seagrave's property on this their debt. Suppose instead of purchasing this paper they had bought a judgment and execution and levied it, could they not have held to the full amount of their paper? Certainly they could.

Again. Suppose on the 17th day of November, 1854, Ed-

Depts are not voluntary.
Ed Dept v. Lawrence
10 Paige 170
Clarke v. Hunt
24 Pick 221
Seymour v. Wilson et al
19 NJL 417

ward Seagrave had mortgaged to Phetteplace & Seagrave the very property he paid them, to secure the full amount of the paper held by them, would it not have been valid? Certainly it would.

Suppose *before* Phetteplace & Seagrave purchased of others this paper of Edward Seagrave's, they had bought of him more or less of the very property they received from him, and so became his debtor, and that then they had gone into the market and bought his failed paper at 25 per cent. They could have paid Edward Seagrave their debt to him in his failed paper at its face and interest. The statute of Rhode Island (Revised Statutes, p. 458, sec. 8) *compels* all courts to offset judgments and issue execution for the balance only. All Phetteplace & Seagrave would have had to do, would have been to let Edward Seagrave sue and then they sue him. The court *must* offset the judgment. And if Edward Seagrave got the start of them, and was insolvent, the court would stay execution in his favor till Phetteplace & Seagrave obtained their judgment, and then offset them.—See Cozzens vs. Hodges, 2 R. I. Rep. p. 3.

So execution shall be set off by officers in like manner.—R. I. Statutes, p. 474, sec. 2.

Suppose instead of a mortgage, he had made an assignment, preferring Phetteplace & Seagrave the full amount of their paper, (assignments with preferences being valid in Rhode Island, as will be directly shown,) a *court of chancery* would have been compelled to order the assignee (if he refused) to pay them in full.

The law upon this subject of the rights of debtor and creditor is clearly stated in Adler et al. vs. Fenton, 24 How. 407; see p. 411–12. The court says:

"The authorities are clear, that *chancery* will not interfere to prevent an insolvent debtor from alienating his property to avoid an existing or prospective debt *even where there is a suit* pending to establish it. In Moran vs. Dawes, Hopkins' Ch. Rep. 365,

the court says: 'Our laws determine with accuracy the time and manner in which the property of a debtor ceases to be subject to his disposition and becomes subject to the rights of his creditor. A creditor acquires a lien upon the lands of his debtor by a judgment; and upon the personal goods of the debtor by the delivery of an execution to the sheriff. It is only by these liens that a creditor has any vested or specific rights in the property of his debtor. Before these liens are acquired, the debtor has full dominion over his property; he may convert one species of property into another, and he may alienate to a purchaser. The rights of the debtor and those of a creditor are thus defined by positive rules; and the points at which the power of the debtor ceases and the right of the creditor commences are clearly established. *These regulations cannot be contravened or varied by any interposition of equity.*"

In the same opinion, the court quotes, with approbation, from Lamb vs. Stone, 11 Pick., 527, (reaffirmed by the same court, in Wellington vs. Small, 3 Cush. Rep. 146,) as follows:

"The plaintiff complained of the fraud of the defendant, in purchasing the property of his absconding debtor, in order to aid and abet him in the fraudulent purpose of evading the payment of his debt. The court ask, what damage has the plaintiff sustained by the transfer of his debtor's property? He has lost no lien, for he had none. No attachment has been defeated, for none had been made. He has not lost the custody of his debtor's body, for he had not arrested him. He has not been prevented from attaching the property or arresting the body of his debtor, for he had never procured any writ of attachment against him. He has lost no claim upon or interest in his property, for he never acquired either. The most that can be said is, that he intended to attach the property, and the wrongful act of the defendant has prevented him from executing his intention."

Levenworth et al vs Jerches et al 21 How 126

The complainants, however, allege that Phetteplace & Seagrave purchased this paper *with a fraudulent (?) intent.*

But the difficulty lies in perceiving how there can be a *fraudulent* intent in doing a lawful act in a lawful manner. But, *suppose* there could be and was such, how are the complainants injured *thereby?*

In Adler et al. vs. Fenton et al., this court says: "An act legal in itself and violating no right cannot be made actionable on account of the motive which superinduced it."—24 How. 410.

But the allegation and charge which the complainants must rely on, without motive and incredible as it is, is that Phetteplace & Seagrave bought this paper with the intention of having Edward Seagrave turn over to them enough of his property to equal the face of their paper, and that they were to hold it *for the benefit of Edward Seagrave.*

Let us here examine this proposition a little. We will examine the proof, or the want of proof, of it hereafter.

In Rhode Island, assignments with preferences and stipulations for release are valid. This is *perfectly settled law.* The right to make such assignments is unquestionable, unqualified, absolute.

Dockray vs. Dockray, 2 R. I. Rep. 547.
Beckwith vs. Brown & Hazard, 2 R. I. 311.
Sadlier vs. Fallon, 4 R. I. 490.
Nightingale vs. Harris & Lippitt, 6 R. I. 321.

In this case the court say:

"An assignment by an insolvent debtor in trust for the benefit of his creditors, with preferences on condition of a release has *always* been regarded in Rhode Island as a valid and subsisting trust."

Mr. Justice Curtis, referring, in Heydock et al. vs. Stanhope et al., 1 Curtis Rep. p. 478, to the above case of Dockray vs.

Dockray, says, " by which it appears that the construction put on the statute of Rhode Island, that these clauses do not intimate an assignment, *is settled, and under it a great number of titles to real, as well as personal estate, have been made during a considerable period of time.* In the language of the Supreme Court, this construction must be received by me."

The whole business of the State is, to-day, based and conducted upon this right of preference.

Almost every business man has his *confidential* accommodation endorser, as he is called. The understanding always is, that in case of misfortune or failure, this confidential endorser shall be preferred and secured at all events. The endorser takes no security; has none but this right to prefer, and the honor of the person for whom he endorses, that he will exercise it in his favor, in case of trouble.

In Rhode Island, personal property cannot be attached on original writ, if the debtor is open and at large in the county; nor can real estate be so attached, if the debtor is within the State.

It is only within three or four years that real estate could be taken on execution while the defendant was in the State.

And a debtor often when compelled to stop payment, if his property is in the county where he resides, continues to hold it entirely in his possession and control; sometimes obtains in this way an extension; sometimes a compromise with his creditors; but failing in these, although there are many suits against him, he waits till execution is about to issue, and then assigns, preferring whom he pleases and postponing whom he pleases; sometimes expressing in his assignment that those who have sued him shall be last paid. And it is all *perfectly valid.*

This *right of preference* has an important bearing, not only as a matter of law, but also upon the evidence relating to the charge

that Phetteplace & Seagrave designed, by this transaction, to *cover up the property of Edward Seagrave*, and for his benefit.

If the complainants and Phetteplace & Seagrave were, at a given time, alike and equally the general creditors of Edward Seagrave, the complainants having no specific lien, and Edward Seagrave has the right to pay or secure either of them, either by turning out property in payment, by mortgage, or by preference in his assignment, and they have the right to receive this payment, security, or preference; and either is done, what right have we to say that this is fraudulent?

Suppose the fact to be that Phetteplace & Seagrave exchange the paper of Edward Seagrave for property received from him of an equal amount, what right or ground is there to infer that Phetteplace & Seagrave received the property they did receive for Edward Seagrave to hold as *his* property? There is just as much ground to infer that Edward Seagrave received the paper he did receive from Phetteplace & Seagrave to hold as the *property* of Phetteplace & Seagrave. Yet, in t is case, it is proved that Edward Seagrave received this paper from Phetteplace & Seagrave as *his own property*, for he assigned it to his assignee, and these complainants have their rights in it, under the assignment.

I will suppose here, for *argument's sake*, that Phetteplace & Seagrave wanted to get hold of the difference between what they paid for the paper and what they received for it, for the benefit of Edward Seagrave. They could effect this purpose just as easily by receiving this property in payment of their debt and holding it as *their own property*, as they could by holding it as *the property of Edward Seagrave*. Yes, much better. If they received it as their *own property*, then certainly they did not hold or cover up THE PROPERTY *of Edward Seagrave*. If they received it as *their* property, the complainants, not being creditors of Phetteplace & Seagrave, have no concern with what Phetteplace & Seagrave afterwards do with it.

The paper Phetteplace & Seagrave passed to Edward Seagrave, he conveyed to his assignee under his assignment,—so that is gone. If they received the property from Edward Seagrave as *his* property, and *to hold as such*, then that too passed under his assignment, and they have put out—say $12,000 in cash—parted absolutely with their paper, and have nothing to show for either.

Whether then is it more natural and probable that they received that property to hold *as the property* of Edward Seagrave, or as *their own?*

It will be borne in mind that Edward Seagrave had paid Merritt & Co. and Harris, to indemnify him against this paper, and therefore, Edward Seagrave having a claim to have them pay it, ~~therefore~~ assigned it to his assignee for him to collect and distribute under the assignment.

Let us now consider the case more in detail.

The bill states certain matters as tending to prove the fraud charged, and from which it will be asked that it be inferred. These, with the proof applicable to each respectively, will now be considered in their order.

The rule of proof required in equity, where actual fraud is charged, is well stated by Mr. Justice Story, in Gould et al. vs. Gould et al., 3 Story's Rep. 539, 540.

"Now, under such circumstances, it is plainly the duty of the court to require the most full and satisfactory proof that there was such a fraud and conspiracy as the bill charges, and that the debts brought forward by D. Gould, Jr., and Mary Gould, were wholly fictitious and unfounded in fact. It is not sufficient to raise suspicions of bad faith from the doubtful character of the claims. The plaintiffs must go farther; they must establish the

truth of the charge beyond any reasonable doubt, and by evidence not only competent but credible." "The *onus probandi* then is upon the plaintiffs to make out the case *omni exceptione major*."

See what the court says as to the effect of the answers.—*Ibid* p. 540.

1st. The first circumstance alleged in the bill, as indicative of fraud on the part of these defendants, is (Record, p. 2) that "said Edward Seagrave refused to purchase said paper at the rates at which Phetteplace & Seagrave purchased it, and referred all persons offering to sell, to them."

The first thing that occurs here is, that nothing said or done by Edward Seagrave can be evidence against either of these defendants until a conspiracy between them to commit *this fraud* has been proved *aliunde*.

But what is there in this circumstance, if true, tending to prove the charge of fraud here made? Edward Seagrave had stopped payment. It was natural his creditors should call on him for payment, and to see what they could get, and that he should tell them he did not pay. "He refused to purchase." Did any one ask him to purchase, or expect him to purchase?

As to his referring persons having paper to sell to Phetteplace & Seagrave, there was no occasion of any reference. Phetteplace & Seagrave bought it *openly* and *publicly*; (see their answer, p. 24;) waited for no reference. Persons desiring to sell did not find this out exclusively from Edward Seagrave. Phetteplace & Seagrave bought of whom they pleased, and as they could buy best, conducting as they would in any other business transaction of their own.

The complainants have questioned several witnesses as to this matter; in fact, the most of their testimony is to this immaterial point. The first witness is—

Samuel Harris—(Record, p. 56, ans. 23; p. 57, cross-ans. 10 and 11.) "I was not present when any of said paper was purchased, *and I have no knowledge as to same except what I have obtained from hearsay of others.*"

Elijah B. Newell, cashier of Producers Bank—(Record, p. 64, ans. 5.) "The paper was applied for through Spenser Mowry,"—another of complainants' witnesses—"*we understood him* that Phetteplace & Seagrave would like to have paper," &c., all *hearsay*. (See ans. 7th, 8th and 11th, p. 64.) "Saw Phetteplace & Seagrave, *but did not sell our paper to them*, but did sell to Jacob T. Seagrave.

In ans. 9, he swears that Edward Seagrave advised him to sell to Phetteplace & Seagrave. This was "*after* Spencer Mowry had spoken to me about the sale, &c." Witness speaks of Edward Seagrave, throughout, "as a good friend of ours, (ans. 9.) The Bank desired to consult Edward Seagrave about the sale of the paper, "because he was a good friend of ours," (cross-ans. 5.)

"He advised us to sell to Phetteplace & Seagrave, telling us it was the best we would probably ever do," &c. This witness throughout *endorses* Edward Seagrave *as an honest man*—a man whose pecuniary misfortune did not bankrupt his integrity. "*We had confidence in him*," says the witness, ans. 10, p. 64.

Spencer Mowry.—Objections are made by defendants to the 7th, 10th, 12th, 15th and 17th questions, and also to all matters not of the witness' own knowledge; yet nearly one-half of the deposition is composed of the imaginations, suppositions, thinks and impressions of the witness. It is too apparent that he desires to be *useful* to the complainants. "Talked mostly with Jacob Seagrave," (ans. 6, p. 66.) Can't swear from whom he first learned who would purchase the paper. (ans. 7.) "I was very friendly with him," (Edward.) "He told me, it will be the best you can do." "They repeatedly told me *they could buy paper in Providence at that*," &c.

It so seems, by complainants' own proof, that the paper was on sale in Providence market, and others were buying and selling it.

On cross-examination, witness says, p. 68: "I delivered the paper to Jacob Seagrave;" "and I think, closed the bargain with Jacob Seagrave," (cross-ans. 2,) showing, after all, that *he sold to a person who is* neither party nor witness in this case.

The letter annexed to this deposition, (p. 69,) shows how publicly Phetteplace & Seagrave conducted in this matter.

It shows, too, that they were buying claims not merely against Edward Seagrave, but also against the Merritts and Samuel Harris.

George Cook, cashier of Cumberland Bank—(Record, p. 69, ans. 5.) "*There was no direct application*" for the purchase of our paper. "*We got it through others.* I think *Spencer Mowry* was one from whom I got my information, and there might have been others."

Question 11, p. 60, "What did you understand to be their reason for desiring the amount named, or any particular amount, of said paper?" Ans., p. 70, "THEY *said nothing about it; we heard it from others*, that they wanted to purchase about $40,000 worth, but *there was nothing from them.* I don't say that *others knew* how much they wanted. It was *supposition.*"

Yes, *one* of Spencer Mowry's suppositions. So, the *complainants' own witness disproves their case.*

In reply to the above, defendants refer to the answer of Phetteplace & Seagrave, (Record, p. 24,) "they deny that they, or either of them, had any knowledge, at the time they so purchased, of any such refusal on the part of said Edward Seagrave, or of his referring persons offering to sell, to these defendants, or either of them." And see preceding and succeeding paragraph.

Updike's answer, p. 43. His dep. p. 174, ans. 8.

Edward Seagrave's dep., Record, p. 119, ans. 11 to 18.

There are 44 direct interrogatories put to this witness. The cross-examination seems to have been put out by the job, at so much a question, for there are 487 of them.

See Record, p. 119, ans. 11 to 18, all distinctly denying and contradicting this whole matter.

2d. The bill next alleges (Record, p. 3) that Edward Seagrave made an assignment to Walter W. Updike, dated January 4, 1855, and preferred Phetteplace & Seagrave for the payment of all paper held by them against him, and for all just demands, and for all guaranties, &c.; and (p. 4) that this assignment was a part of said fraudulent scheme; and that the preference of Phetteplace & Seagrave was designed and intended to cover up the previous fraudulent transactions; and that Updike knew of of all this, and was the attorney and legal adviser of said Edward Seagrave.

Mr. Updike, (now deceased,) was a lawyer of quite as high a character as the Rhode Island bar in general, and much higher than some. Although dead, his answer vindicates his name from the aspersion cast upon it.—See his deposition, p. 173–4, ans. 7, 8, 9 and 10: "I believe I did but a small portion of his legal business, and *and did not even draw his assignment to myself.*"

Updike's answer, p. 46. Read Edward Seagrave's dep., p. 149, cross-ans. 474 to 479.

The above allegation *assumes* that the assignment was a part of the scheme. It assumes that Edward Seagrave preferred Phetteplace & Seagrave in it for the very paper which Phetteplace & Seagrave had delivered up to Edward Seagrave, and for which they had received payment in property. What other meaning can be given to the words, "*and that the preference of said Phetteplace & Seagrave* therein was designed to cover up *previous fraudulent transactions?*" The *previous* transactions means the delivery of the paper of Edward Seagrave to him by Phetteplace & Seagrave, on their receiving payment in property, does it not? This view was taken by complainants in trial below. But this paper has now become the *property* of Edward Seagrave. We say *property*, because Edward Seagrave had claims over against the other parties on it, and cannot therefore come within a preference to Phetteplace & Seagrave of paper held or owned by them. How then could this assignment and preference cover up previous transactions? And moreover

the bill alleges that the paper which Edward Seagrave took up from Phetteplace & Seagrave "was turned over" by Edward Seagrave to his assignee, "as a part of the assigned property," and complains that this was done "instead of the property placed in the hands of said Phetteplace & Seagrave," (p. 4.) There were some book accounts and other debts owing by Edward Seagrave to Phetteplace & Seagrave, to which the language in the assignment referred.—See ans. p. 29.

There is an advantage sometimes in stating things obscurely, and this bill, in some of its parts, has this advantage. If this allegation is meant to refer to preferring any of the paper which Phetteplace & Seagrave received from Edward Seagrave, then it has no significance, for it is then merely a preference of an admitted just and legal debt, which, in Rhode Island, is as valid as its State constitution.

The whole of this allegation then is *assumption* on the part of the complainants.

In denial and contradiction of it the defendants refer to answer of Phetteplace & Seagrave, Record, p. 26.

Updike's answer, p. 45, 46; his dep. p. 174, ans. 9 and 10.

Edward Seagrave's dep. p. 121, ans. 32, 33, 34.

It is proved that Edward Seagrave owed Phetteplace & Seagrave other claims.—Edward Seagrave's dep., cross-ans. 464, p. 149.

The attorney who did draw the assignment was doubtless directed to insert a preference to Phetteplace & Seagrave, for all "just" claims and liabilities, and *he* wrote it as it appears in the assignment. Updike, the defendant, swears he did not write it, and it no where appears that he even knew that it was to be made, or that he knew aught about it, till after it was done.

The complainants have not called the persons who did draw it.

The charge against Mr. Updike is so utterly groundless and without proof, that to call it wanton is to speak mildly.

3d. The next matter stated in the bill, as indicative of fraud, is, that Edward Seagrave and Phetteplace & Seagrave treated the property so placed in their hands by Edward Seagrave, as his property, both before and after the assignment to Updike, (Record, p. 4.)

There would be some meaning to this allegation, if proved.
If it were true, it could be proved.
But the *complainants offer not a particle of proof* relating to it.

The defendants deny it positively and unequivocally in their answer, (p. 27–8,) and they otherwise *prove the allegation entirely untrue.* (p. 175, ans. 18,) "The buildings were 'shanties,' unfit to be occupied. Very poor colored families lived in them. I let the same agent who had before collected, collect the rents, and he paid it to me—$70."

Updike's answer, p. 46–7–8.

Updike's dep., p. 172, ques. 12 and 13, and ans. 12 and 13, swears positively he never knew or heard of any of said property being so treated or withdrawn.

Ans. 19th, p. 175, he swears that Edward Seagrave never received directly or indirectly any benefit from the property so paid to Phetteplace & Seagrave, and he has no reason to suspect or believe that he has received any benefit from it, or is to hereafter.

Witness states, speaking of Edward Seagrave, "I *have reason to believe that he has been very poor and is now very poor*, and that the amount of business he has been doing" (wool brokerage in New York,) "is very small—hardly enough to support himself," (ans. 20, p. 175.)

See ans. 21, p. 175.

Edward Seagrave's dep. (Record, p. 120, ans. 28,) "There was not, at any time, any such knowledge, belief, contrivance, collusion or understanding with them, or either of them, in any manner or form whatever; *the properey became theirs absolutely, and there was no understanding, expressed or implied, that I, or*

any of my family, should, at any time or in any manner, derive any benefit or advantage therefrom."

29th ans., p. 120, "*Neither I nor any of my family have ever received, either directly or indirectly, one cent's worth of benefit or advantage of or from any of such property so delivered to Phetteplace & Seagrave. I have not any right to any, and do not expect any.* I have sometimes hoped that my brother, Jacob T. Seagrave, my son and other brother and friends would help me in some way to get released from my debts, so that I could go on again; but I have almost abandoned even this hope now. I do not mean that I have any right or claim to their aid except what my relation to them might give me."

Josiah Seagrave's dep., p. 184, ans 18.

Knows of no property of Edward Seagrave not assigned.

Ans. 19.—"He is a wool broker, in which he obtains about 1 per cent. on the sales he effects. I know of no other way he has to support himself and family."

Ans. 21, p. 184–5, this witness says: "I have known of his (Edward Seagrave's) mode of living ever since he failed. He gave up his house in Providence; his family separated; one of his daughters lived with me for some time, the other with her brother, and the other members of his family were separated from him for a long time. After a while, he and his wife boarded in Brooklyn, New York. For the last two and a half years, I have lived near him. He uses very strict economy. I know of his borrowing small sums of money—say from $10 to $30. He has also borrowed small sums of money from me."

Cross-ans. 48, p. 188.—"I do not know that he has any means whatever of his own."

The above are all the circumstances *alleged in the bill* indicative of the fraud charged.

There is, however, another circumstance referred to in the proof, and which may be alluded to here by counsel for complainants, as it was below, viz., a mortgage made by Edward

Seagrave to Josiah Seagrave, Jr., to secure a note for $8,000, dated March 14th, 1854.

In regard to this matter, defendants say that it is not charged or referred to in the bill, and defendants have not only not been called on to answer in relation to it, but have had no opportunity to open their mouths in relation to it.

It occurred some ten months before Edward Seagrave's assignment, and about eight months before the transaction with Phetteplace & Seagrave.

It occurred, too, at a time when Edward Seagrave was paying all his debts except those growing out of the Merritt and Harris wool transaction, carrying on his usual business, and long before the idea of assigning to anybody ever occurred to him. It was, too, a natural and usual mode of arranging to raise money. The mode of doing it also shows it to have been a genuine and honest transaction. Josiah Seagrave would not give his note to Edward Seagrave unless Edward Seagrave would give his note in exchange, secured by mortgage, so that if Edward Seagrave used the note of Josiah Seagrave, and the latter had it to take up, he would have security for it in his hands. The note not being used, the mortgage and note of Edward Seagrave were given up. If a fraud had been intended, Edward Seagrave would have given Josiah Seagrave a fictitious note, or for a fictitious amount, with a mortgage without more, and then, if Josiah Seagrave would have received it to cover up the property, instead of taking it back, he, Edward Seagrave, would have left it outstanding.

This transaction is so far off in time, done while Edward Seagrave had occasion to raise money, and striving to go along and not to assign, and is so usual and natural in all its surroundings, that straining after it by the complainants indicates only the absence, on their part, of anything worthy of the name of evidence.

But still further, this distant collateral matter is attempted,

against the objection of defendants, (p. 181,) to be brought into the case by the complainants, not by their own witness, and in their evidence in chief, but in the so called cross-examination of Josiah Seagrave, a witness for defendants. This matter is not even alluded to in his direct examination, and therefore there can be no cross-examination as to it.

This court decided in Phil. and Trenton R. R. Co. vs. Stimson, 14 Peters Rep. 448–461, that a party has no right to cross-examine a witness, except as to facts and circumstances stated in his direct examination.

And the matter being collateral to the issue here, the answer is conclusive against the party asking it.

As where a witness called by the plaintiffs to prove the hand writing in issue, swore it was not that of defendant, and another paper, not evidence in the case, being shown to him by the plaintiff, he swore that this also was not the defendant's; the latter answer was held conclusive against the plaintiff.

Hughes vs. Rogers, 8 M. and W. 123.
Odiorne vs. Winkley, 2 Gall. 51, 53.
Harris vs. Wilson, 7 Wend. 57.

Record, p. 185, cr. ans. 2 to 15th.

The same matter is introduced in the same way, by complainants, in their cross-examination of Edward Seagrave, (Record, p. 123, ans. 3 to 18, and particularly 12 and 13.)

In this connection, we ask the attention of the court to the entire cross-examination, so called, of Josiah Seagrave, p. 185 to 188.

There is no proof or circumstance tending to show that either of the defendants ever knew of the existence of this mortgage.

The complainants have also put cross-interrogatories to Edward Seagrave in relation to several subjects not asked about nor stated in his direct examination, and to all which the defendants

claim that the rule and cases just now cited be applied. All said cross-interrogatories are objected to. (Record, p. 117.)

1st. In relation to Worcester County Bank shares, cross-interrogatories 50 to 59, p. 90, 91, and answers to same, p. 126.

2d. As to stock in Roger Williams Insurance Co., cross-interrogatories 60 to 68, p. 91, cross-answers to same, p. 126–7.

3d. As to suit with Railroad Bank, cross-interrogatories 86 to 95, p. 92–3, and cross-answer to same, p. 127–8.

4th. As to Farnum's leases, cross-interrogatories 96 to 106, p. 93, and cross-answer to same, p. 128.

In relation to all the above matters, complainants have distinctly asked the witness if his intent and object in them was not to cover up his property and to defraud his creditors, and he positively answers *no*.

The complainants, too, have asked this witness whether *his intentions and designs* in the transactions alleged in the bill, with Phetteplace & Seagrave, was not to cover up his property and defraud his creditors.

See cross-interrogatories 21 to 50, and cross-answers to same, p. 124–5–6.

To which witness answers positively, denying any such intention.

Defendants claim, that as to all these matters, complainants have made Edward Seagrave *their* witness, and so holding him out as worthy of credit, complainants must abide by the answers he gives them.

On p. 119, ans. 17, 18, and p. 120, ans. 25, witness states that he did not then, and does not now, believe that the complainants own the claim they *possess*, and that he believed he was just as much bound and had just as much right to pay Phette-

place & Seagrave as to pay the complainants, and that in Rhode Island he had the right to prefer one creditor to another.

Reference is made in the testimony to stock of the Wauregan Mills, in a manner calculated to give the impression that the certificates of this stock were directed by Edward Seagrave to be given to Phetteplace & Seagrave, with a view to cover it up from his creditors.

The facts as to this are as follows:

Edward Seagrave had subscribed for some of this stock, to be paid as assessments were called for by the company, and had paid part but not the whole amount; all the assessments not then having been made. He transferred his right, as it then was, to pay his debt to Phetteplace & Seagrave, they assuming to pay and paying the subsequent assessment on said subscription.

The certificates of course were not issued until all the capital stock was paid in, and then were rightfully issued to Phetteplace & Seagrave, (p. 127, cross-ans. 69 to 86.)

If it be said that George A. Seagrave is the brother of Edward Seagrave, it is also stated that Phetteplace is no relation to either of them. If a matter of relationship, he should have been left out.

If it be said that it is strange that Phetteplace & Seagrave should speculate in failed paper, the reply is, that failed paper is bought and sold in the market on speculation, as much as paper not failed, and both now are as much merchandise as are pork, flour, cotton, or manufactured goods, green-backs, or gold.

Phetteplace & Seagrave have bought such before and since this.—J. Seagrave's dep. p. 186, cross-ans. 18.

If Edward Seagrave intended to put by or cover up property from his creditors for himself, there are many ways in which it could have been done much more easily than in the one charged.

The mortgage made by Edward Seagrave to Phetteplace &

Seagrave was for the difference between the amount of the claims of Phetteplace & Seagrave, and the value of the property turned over to them by Edward Seagrave. There is no complaint that the valuation was not fair.—Record, p. 29–30.

The complainants will doubtless allude now, as before, to the fact that Edward Seagrave made this transfer or exchange with Phetteplace & Seagrave *just before* the complainants obtained their judgment, and ask the court to infer a design to defraud, from this.

A case where the charges were very similar to those made here, and where the assignment was made after action brought in the United States Circuit Court, and a few days before judgment, was tried before Judge Curtis in the Rhode Island District, and we ask the attention of the court to the facts and law of that case, as bearing on the case now on trial; particularly as to preferences in assignments and the weight of defendant's answer, denying the fraud charged, and where, although the evidences of fraud were vastly stronger than in the present case, the court decided that the fraud was not proved.

Heydock et al. vs. Stanhope et al. 1 Curtis Rep. p. 471.

The above, it is believed, embraces all the circumstances in the bill and proof relied on to support the charge of fraud.

The complainants' bill alleges *actual fraud.* Failing in proving this, the decree must be for defendants.

The law does not allow, on either side of the court, charges of actual fraud to be joined with other claims; nor does it allow parties to sport with the character of others by spreading upon the record the grossest charges against them, and after failing in proving them, to seek some other ground to stand upon. In equity, this rule is perfectly settled in England and in this country.

Price vs. Barrington, 7 Eng. L. and Eq. Rep. 254.
Fernly vs. Hobson, 22 Eng. Ch. Rep. 255.
Glascott vs. Long, Ibid, 310.
Mt. Vernon Bank vs. Stone, 2 R. I. Rep. 129, where the court, affirming the above cases, say, "we think the rule is founded in the highest justice."
Fisher vs. Boody, 1 Curtis Rep. 206. On p. 211, Mr. Justice Curtis says, "I assent to the rule laid down in Price vs. Barrington, 7 Eng. L. & Eq. Rep.," &c.

In considering the proof, reference thus far has been made to the answers of he defendants only occasionally.
The attention of the court is now asked to them particularly.

The complainants have charged the defendants with actual fraud, and have elected to appeal to the consciences of the defendants to answer to that charge, under the solemnity and peril of their oaths.

The answers are directly responsive to the charge, and therefore are evidence, the weight of which is fixed by positive rules.

Greenleaf, in vol. 3d, sec. 284, well says: "And the plaintiff having thought fit to make the defendant a witness, is bound by what he discloses, unless it is satisfactorily disproved. *Nor is the answer in such case to be discredited, nor any presumptions indulged against it on account of its being the answer of an interested party.*"

The defendants have answered the charge made against them fully, and explicitly, and positively and unequivocally deny the charge in the whole and in all its parts.

Phetteplace & Seagrave, in their answer, deny that there ever was any agreement or understanding between them and Edward Seagrave, as to their purchasing his paper to any amount, or in

any manner, or for any of the purposes charged; or that they bought any of his paper, in pursuance of any such understanding as charged, or that in anything they designed or intended to hinder and delay the creditors of Edward Seagrave in the collection of their debts, or that they combined or confederated with any one for any such purpose, or for any fraudulent or other purpose. And they also deny that they received any property from Edward Seagrave to keep or conceal for his benefit, or that he or they ever treated said property or any part of it, since said transfer, as his own, or received any benefit from it directly or indirectly. They also deny, that in the making of the mortgage and assignment by Edward Seagrave, there was any fraud or intention to defraud as charged in said bill, and, in short, positively deny the entire charge of fraud, and aver that they bought said paper of Edward Seagrave of their own motion, openly and publicly, as others bought it in market, *bona fide*, and paid for it a valuable money consideration, and thereby became morally as well as legally the *bona fide* creditors of Edward Seagrave, and entitled by law to the full payment of their claim; that the complainants had no specific lien on any property of Edward Seagrave, and had no greater or better right than these defendants; that they received from Edward Seagrave the property specified, in payment of the claim they so held against him, and for their own exclusive use and benefit, and as their absolute property.

Mr. Updike's answer is equally explicit and positive in its denials of all knowledge or belief of any fraud on the part of Phetteplace & Seagrave, and to his own knowledge of any fraud in the making or execution of the mortgage and assignment by Edward Seagrave, or in the management of the property after the assignment;—in short, denying absolutely the entire charge of fraud made.

How then stands the case?

The charge is, that all these defendants and Edward Seagrave *conspired* to defraud, and did defraud the complainants.

The answers of all the defendants corroborate each other in the absolute denial of the charge.

The LAW gives to each of these answers the weight of two witnesses, or of one witness with circumstances equivalent to another witness.

Then Edward Seagrave, the person charged as co-conspirator and in answer to cross-questions put to him by complainants, absolutely denies the entire charge. This witness is not only not impeached, directly or indirectly, by the complainants, but complainants' own witnesses speak of him as a "friend" of theirs, with whom they consulted *after* his failure, about the claims they had against him, and in whom they had "confidence." He swears that Phetteplace & Seagrave were his *bona fide* creditors, and he honestly believed that in Rhode Island he had the right to pay them.

The proof on the part of the complainants as well as of the defendants, proves the purchase of the paper to have been entirely open and public.

The complainants fail to prove a single circumstance connected with the mortgage or assignment tending to show fraud, and the testimony of Mr. Updike entirely disproves anything of the kind.

That the assignment of Edward Seagrave (which it will be borne in mind was *for the benefit of all the creditors of Edward Seagrave*, and not for the "just" debts of Phetteplace & Seagrave alone,) was made shortly before the complainants got their judgment, is only what he had the right to do, violates no right of the complainants, and is precisely what was done, and expressly sanctioned, in the case decided by Judge Curtis, in Heydock & Co. vs. Stanhope et al.

As to Edward Seagrave ever having received or expecting to receive any benefit from the property he transferred and paid to Phetteplace & Seagrave, the complainants do not even offer any proof. If the fact were as charged, it could easily be proved.

While, on the other hand, the answers of all the defendants, the depositions of Edward Seagrave and Josiah Seagrave prove the contrary, and all the testimony shows that ever since his failure Edward Seagrave has been in fact a poor man, his family broken up and scattered, he striving to get an honest livelihood by doing a small wool brokerage business in New York, living to the "knowledge" of the witnesses, with the strictest economy, and compelled even then to eke out a scanty subsistence by often borrowing small sums of $10 or so of his friends.

In conclusion, the complainants fail to prove any of the facts or circumstances alleged as indicative of fraud. It is not a case of balancing of proof, for it is all on one side.

The defendants, without a motive to commit the fraud, disprove the entire charge by their answers, by the testimony of Edward Seagrave, Josiah Seagrave and Updike, and by all the circumstances of the case, none of which are contradicted, impeached or rebutted by the complainants; and they submit that they are entitled to a decree dismissing the bill with costs.

II. The complainants did not own the judgment which, as they claim, constitutes them creditors of Phetteplace & Seagrave. It *belonged* to the assignees of Hill, Carpenter & Co., (Record, p. 29,) all of whom were citizens of Rhode Island, and the Circuit Court therefore had no jurisdiction of the case. The assignment was merely nominal in order to bring the case into the United States Circuit Court.

For proof of the facts, reference is made to complainants' bill, in which they state that they became *possessed* of the paper, &c. Record, p. 1.

See also the instrument of assignment, (p. 167.) It is without date, and not signed by Hill, one of the assignees.

The assignment is not an absolute transfer—it is only as *collateral security* for an old debt due from the assignors, Hill, Car-

penter & Co., to the complainants. When the debt should be paid by Hill, Carpenter & Co., complainants had no right to, or in this paper—not even to *possess* it. Hill, Carpenter & Co. do not even endorse the paper. The assignment was executed *about* October 24th, 1855, says Cross, one of the firm of Hill, Carpenter & Co.—p. 166, ans. 8.

Suit was commenced on it, as stated in bill, October 26th, 1855.—p. 1.

Complainants resided in New York, and Hill, Carpenter & Co., in Providence.

It is evident that the paper never was delivered to complainants—it was wholly a Providence transaction.

It is proved that the assignees of Hill, Carpenter & Co., claimed this paper as their property.

See particularly the deposition of Josiah Seagrave, who is one of the assignees of Hill, Carpenter & Co.—p. 183, ans. 3 to 18.

See also admissions of Tobey, one of the complainants' firm, to the same effect.

Also, depostion of Edward Seagrave.—p. 121, ans. 37–8–9, 40–2–3.

Hill, Carpenter & Co., and their assignees resided in Rhode Island at the commencement of this suit.

William J. Cross' dep. p. 165, ans. 2.
Earl P. Mason's dep. p. 169, ans. 1, 2, 3.
Josiah Seagrave's dep. p. 183, ans. 3.

Upon these facts, we contend that the property and title to the paper did not pass to complainants.

It is necessary that the transfer of the paper on which complainants brought this suit should be *bona fide* as well as absolute, in order to give jurisdiction to the Courts of the United States.

Jones et al. vs. League, 18 How. 76, 81.

Hill, Carpenter & Co. could have sold and made title to others at any time.

1 Parsons on contracts, p. 600 and 601, and note.

Franklin vs. Neate, 13 M. and W. 481.

Pledgee does not acquire absolute title even by failure of pledger to pay the debt. Such title is acquired only by what is equivalent to foreclosure.

Brownell vs. Hawkins, 4 Barber 491.

If the assignors could not maintain suit on this claim of complainants in the United States Court, then their assignees cannot.

Wilbor vs. Almy, 12 How. 180.

Sheldon et al. vs. Sill, 8 How. 441.

If the complainants are equitable assignees, under the above instrument, then upon the facts proved they have no standing in this court.

Wilkinson et al. vs. Wilkinson et al., 2 Curtis, 582.

WM. H. POTTER,
Counsel for Respondents.

Providence, January, 1864.

1869

U. S. Circuit Court.

RHODE ISLAND DISTRICT.

JOHN S. PARKER, et al.,
vs.
JAMES S. PHETTEPLACE, et al. } IN EQUITY.

JUDGE CLIFFORD'S OPINION.

This is a bill in equity, filed by the complainants on the twenty-third day of May, 1856, and is founded substantially upon the following alleged state of facts:— Among other things, the complainants allege that one Edward Seagrave, of Providence, was seized of a large real and personal estate; that in the year 1854, he owed large sums of money, and failed; that three of the complainants, to wit: Parker, Chapman and Tobey, on or before the twenty-sixth day of October, 1854, for a valuable consideration, became possessed of certain bills of exchange and promissory notes, drawn and made by the owner of that estate, all of which bills and notes were then over due and unpaid; that on that day they commenced a suit on those bills and notes, against the said drawer and maker, and at the succeeding term of

this Court, recovered judgment thereon against him, for the sum of $60,520 38, and costs of suit, for which sums execution duly in their favor, and was satisfied in part, but the residue thereof remains unpaid. According to the bill of complaint, the plaintiffs, in that suit also failed, and on the twentieth day of December, 1854, assigned their property, including that judgment, to George Stevenson, the other complainant.

Having stated these preliminary facts, the complainants allege and charge that during the pendency of the suit upon those bills and notes, the party defendant therein, combined and confederated with the two respondents first named in the bill of complaint, to delay, hinder and defraud the plaintiffs in the suit; and to that end they came to a bargain, understanding and agreement, that the two respondents should purchase paper outstanding against the defendant, and upon which he was liable to the amount of some forty to fifty thousand dollars, at a price not exceeding twenty per cent., and that the debtor should turn over and convey to the purchasers of the paper, all or nearly all his visible attachable property, allowing to them the full value of the paper on its face, and thus to leave in their hands all the difference between the amount of the bills and notes on their face, and the sum paid for the purchase of the same.

Adopting that theory as the foundation of the charge, they proceed to allege that the said respondents purchased the described paper to the amount of forty-three thousand dollars, at rates varying from fifteen to twenty per cent. of the value, that the same was so purchased pursuant to the bargain, understanding and agreement already described, and that the debtor ac-

cordingly conveyed to the purchasers of the paper, certain stocks and real estate, and executed to them a mortgage of certain other real estate, and delivered to them certain notes and other evidences of debt, amounting in all to the sum of fifty thousand dollars, and received from the purchasers of the paper the forty-three thousand dollars of the same, which had been transferred to them under the alleged bargain, understanding and agreement. Averring the facts to be as stated, the complainants charge that the transaction was a fraud upon them, and was intended by the parties thereto, to hinder, defeat and delay them in the collection of their judgment. They also allege that Edward Seagrave, the drawer and maker of those bills and notes, on the fourth day of January, 1855, assigned all his property to Walter W. Updike, the other respondent, in the bill of complaint, giving preference to the two first named respondents for the payment of all notes, drafts and acceptances, held and owned by them and on which the assignee was liable, and also for all debts due to them from him, and to indemnify them for all liabilities which they had incurred on his account. Prior to the assignment as alleged, the assignee had been the attorney and legal adviser of the assignor, and the complainants allege that he well knew all the facts and circumstances in respect to the alleged bargain, understanding and agreement, and the execution of the same as alleged, and they aver that the deed of assignment was a part of the fraudulent scheme, and was intended to cover up the previous fraudulent transaction, and that all this also was well known to the assignee at the time the assignment was executed. To confirm the imputation of fraud, the complainants also al-

lege that the paper so purchased by the two respondents, and which was by them so delivered to the drawer and maker thereof for the purpose aforesaid, was by him delivered to his assignee as a part of the assigned property, and that the same was treated by the parties as the property of the latter, and not of the respondents who made the purchase. Judgment was recovered in favor of the complainants in the suit as before stated, and they allege that they levied the execution for the debt and costs, upon the real estate described in the mortgage given to the respondents as purchasers of the bills and notes so purchased as aforesaid, and that the judgment remains in full force. Wherefore, they pray for a discovery, and that the respondents may be decreed to pay the judgment out of the property so received and fraudulently held by them, and for an injunction and for a receiver, that the mortgage deed and assignment may be cancelled and discharged.

Answers were duly filed both by the purchasers of the bills and notes, and by the assignee of the drawer and maker. Respondents in the answer first named, substantially admit that Edward Seagrave owned a considerable property and estate, that he became largely indebted and stopped payment, and that the principal complainants became possessed of certain bills and notes of which he was drawer and maker, and on which he was liable, but they deny that the complainants acquired them for a valuable consideration. On the contrary, they aver that they came to their possession without consideration, and that the interest in them was and is in other parties, and that the complainants received the paper solely for the purposes of commencing a suit in the Circuit Court of the United States, for

this district. They admit that the suit on the bills and notes was commenced by the complainants, and that judgment was recovered on the same, but deny all knowledge whether any execution was issued or levied as alleged in the bill of complaint. Complainants failure and the assignment of the property are admitted but the respondents aver that they do not know whether the judgment was included in the assignment or not except by what is alleged in the bill of complaint.

Unequivocal denial is then made of all that portion of the bill of complaint which charges the respondents with combination and confederacy to defraud the complainants, and to delay and hinder them in the collection of their judgment, and also of all that part of the bill of complaint which charges fraudulent bargain, understanding and agreement, to purchase the outstanding paper of the debtor at a discount, and that he should turn over and convey to them, all or nearly all his visible attachable property for the paper, allowing its full amount, and thus leave in their hands the difference between the full value of the paper and the sum paid for the purchase. Those denials they repeat in various forms, and aver affirmatively that they did not so combine and confederate with the party named, or come to any bargain, understanding or agreement to make any such purchase, or that the party named should turn over or make any such conveyance, of any part of his visible attachable property as is charged, or for any purpose in any manner to hinder, delay or defeat the complainants in the collection of the judgment they were about to obtain. Denying all combination and confederacy, the respondents admit that they purchased paper described in the bill of complaint, at values

varying from twenty to twenty-five per cent., purchasing it, as they aver, without any bargain, understanding or agreement with the drawer and maker, but solely of their own suggestion, and in every respect on their own exclusive account and risk, emphatically averring that they bought and paid for the same with their own property and for their own use and benefit, and not for the use or benefit of the drawer and maker or any other person. Suffice it to say, without reproducing each and all of the denials of the respondents, that they allege and aver that they purchased the paper openly and in good faith, and for a valuable consideration, and not in pursuance of any secret bargain, understanding or agreement, as alleged in the bill of complaint, that they bought the paper with their own property and held it as the genuine evidence of a real and *bona fide* indebtedness of the drawer and maker of the paper, and they deny all combination and confederacy, and all intention on their part, to hinder, delay or defeat the complainants in the collection of their judgment, and aver that they have no knowledge of any such intention or design on the part of the debtor, and do not believe that any such existed.

Admission, however, is made by the respondents, that the debtor transferred to them the property and evidences of debt described in the bill of complaint, and that he subsequently assigned all his property to the assignee therein named, but they expressly deny that they took and held, or now hold, any part of the property or evidences of debt, upon any secret trust for the grantor, or in any manner, for his use and benefit, or that the assignment was a part of any fraudulent scheme, or intended as a cover for any such scheme.

Accompanying these denials, also is the admission that the respondents were preferred in the assignment substantially as alleged, but they deny that the assigned property or any substantial part thereof, was subsequently treated as the property of the assignor, and aver that the property conveyed to them for the purchased paper, was ever afterwards treated by them as their own property, and that no material part of the same was ever withdrawn and used by the grantor, with the knowledge or consent of the respondents. All manner of combination, confederacy and fraud is also denied in the answer of the assignee, which, in all material respects, concurs with the allegations in the answers of the other respondents.

Taken as a whole, the pleadings are well drawn, and present the matters in controversy between the parties with great clearness and reasonable precision. Testimony has been taken on both sides, and the case comes before the Court upon bill, answer and proofs. Most of the preliminary matters alleged in the bill of complaint, are admitted in the answers and are satisfactorily established by the proofs. Undoubted, the evidence shows that a large amount of negotiable paper was outstanding against Edward Seagrave, at the period mentioned in the bill of complaint, and that he was indebted to a considerable amount to the complainants, for which they also held his negotiable paper. Assuming these facts as proved, the complainants insist that the evidence shows, that the debtor made a fraudulent arrangement with the principal respondents, in pursuance of which they purchased a large amount of his paper, so outstanding, at a discount of seventy-five or eighty per cent., and received from him a conveyance of his prop-

erty in exchange for the paper, and also a mortgage of certain real estate as a further security for the same, estimating the paper so purchased, at its full nominal value in the exchange. According to their theory, the intent and design of the debtor were to hinder, delay and defeat his creditors, and that the respondents well knew that such was the intent and design of the debtor, and that they received the conveyance with that knowledge, and have retained in their hands the amount of the difference between the value of the paper and the price paid for its purchase, for the use and benefit of the debtor. They do not controvert the fact that the debtor was justly and legally liable on the paper, but they contend that the amount of the difference between the price paid for the paper, and its nominal value, is fraudulently held by the respondents, and that the mortgage to them and the assignment to the other respondent, was without consideration and fraudulent, because, as they insist, they were executed, the one, to secure that amount, the other to facilitate the accomplishment of that purpose.

Fraud, therefore, is the essence of the charge, and it is upon that ground that the complainants ask the interposition of the Court, to cancel and discharge the mortgage and the assignment of the real estate.

Briefly stated, the transactions out of which the controversy has arisen, were in substance and effect as follows, as appears from the pleadings and evidence. Large purchases of wool were made by Edward Seagrave in connection with other parties, in 1853, for the purpose of speculation. Money was raised for that purpose to a large amount, on bills of exchange and promissory notes, drawn and made by the first

named party. They were unsuccessful in the speculation, and about the fourteenth day of February, 1854, the drawer and maker of the bills and notes stopped payment on this class of paper. Payment of the paper being refused, it was protested, and a considerable amount of it subsequently went into the possession of the principal complainants. Suit was commenced by them on the paper, and judgment recovered for the amount and costs of suit. Execution duly issued and was levied on the real estate in controversy.

Founded upon these preliminary facts, the complainants insist that their title to the real estate ought to be complete. But the respondents have a prior title, and unless the same is shown to have been fraudulently and wrongfully obtained, they must prevail in the suit.

Complainants charge fraud, and in order to ascertain whether they have proved the charge, it becomes necessary to look with some care to the circumstances under which the respondents acquired their title. Finding the aforesaid paper in the market, the respondents purchased a large amount of it, at a discount of eighty or seventy-five per cent.. All of the purchases were made openly, and on the seventeenth day of November, 1854, the debtor executed to the purchasers the mortgage to secure the payment, allowing the full amount of the bills and notes. He had stopped payment on this paper on the fourth day of February, 1854, and eleven months afterwards, on the fourth day of January, 1855, he assigned his property for the benefit of his creditors, giving preference to the two first named respondents.

It was under these circumstances that the two principal respondents became possessed of the real estate, on which the complainants levied their execution, and the

complainants charge that the conveyance was fraudulent, because designed to hinder, delay and defeat creditors, and that the respondents now hold the estate upon a secret trust, for the use and benefit of the debtor, and that the assignee was cognizant of the fraud, and participated in its perpetration. No direct evidence to prove the alleged fraud is introduced by the complainant, and it should be borne in mind throughout, that they have not made the debtor a party to the bill of complaint. Direct proof of the alleged fraud being unattainable, the complainants set forth the circumstances on which they rely to establish the charge.

Taking the case as stated in the bill of complaint, the circumstances alleged by the complainants to prove the conveyance fraudulent, may be classed into four distinct charges.

First, they charge that the two principal respondents combined and concerted with Edward Seagrave to defraud his creditors, and to that end entered into a corrupt bargain, understanding and agreement that the former should purchase some forty or fifty thousand dollars of his outstanding paper, at a large discount, and that he, the debtor, should pay and secure the paper so purchased, at its full value, and that the purchasers should hold the property transferred to them for that purpose, over and above the amount paid for the paper, for the use and benefit of the grantor; and the charge is, that the corrupt and fraudulent agreement was substantially carried into effect.

By the well settled rules of law, the burden of proof is upon the complainants, to make out their charge. Fraud may be inferred from the circumstances, but it cannot be presumed without proof, and he who makes the

charge has the burden of establishing it. It is insisted by the complainants, that under the circumstances of this case, the burden of proving the fairness of the transaction, is upon the respondents, but the proposition is wholly untenable and cannot receive the least countenance. Appeal is made by the bill of complaint, to the consciences of the respondents on this point, and they most expressly and unequivocally deny the charge in all its details.

When fraud is imputed and the answer is responsive, and the denial positive, the universal rule is, that a decree cannot be pronounced on the testimony of a single witness, unaccompanied by corroborating circumstances.

Hughes, vs. Blake, 6 *Whea.* 468.

Marshall, Chief Justice, in Clarke's Executors vs. Van Riemsdyk, 9 Cranch, 160, states the rule as follows: that "either two witnesses, or one witness with probable circumstances will be required to outweigh an answer asserting a fact responsively to a bill," and he gives as the reason for the rule, that the plaintiff calls upon the defendant to answer an allegation, and thereby admits the answer to be evidence, and if it is testimony, says the Chief Justice, it is equal to the testimony of any other witness, and as the plaintiff cannot prevail if the balance of proof be not in his favor, he must have circumstances in addition to his single witness, to turn the balance. But it must not be understood, from what has been said, that direct evidence is necessary in a case like the present, to support a bill of complaint, because such is not the rule of law. Satisfactory proof may be made by circumstances, and partly by direct testimony, or entirely by the latter. What-

ever may be the nature of the evidence, however, the measure of proof is the same; that is, it must be equal to two witnesses, or one witness with corroborating circumstances sufficient to turn the balance.

Recurring to the pleadings, it is clear that the answer of the respondent falls within this rule, and must be overcome by circumstances more than equal to the positive testimony of a single witness. Evidence is introduced by the complainant to show that Edward Seagrave advised several of the holders of his paper to sell the same to the respondents on the terms mentioned in the bill of complaint. Testimony to that effect was given by Elijah B. Newell, who says, amongst other things, that the debtor sent for him and advised him to sell to those parties, telling them that the terms were the best they would ever obtain. Spencer Mowry also testified that the same person first gave him information that those parties would purchase the paper, and that he urged the witness to send to them, and that he did so, and that they expressed the desire to purchase more of the paper. This witness also states that he derived the impression that the debtor had money left with his friends to buy the paper at twenty-five per cent., and intimates that he accepted the same, because he did not see any way to prevent the transaction. Five pieces of the paper were also sold to them by George Cook, and on the same terms, but he does not testify to any conversations which can have any material bearing in this case.

Many other facts and circumstances are introduced by the complainants, as having some tendency to authorize the inference that the paper was purchased in pursuance of the alleged corrupt bargain, understand-

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ing and agreement. They rely on the fact that the respondents purchased about the amount of paper specified in the bill of complaint, that the debtor subsequently conveyed the property and executed the mortgage as alleged, and that he paid and secured the full value of the paper.

Considerations, however, of very great importance, connected with the inquiry, are entirely overlooked by the complainants. Apparently, they seem to forget that the paper purchased, was the *bona fide* paper of the debtor, and that the purchase of it, in open market, without any combination or confederacy to defraud, and without any corrupt bargain, understanding and agreement with the debtor, to do any acts to hinder, delay or defeat his creditors, whether purchased at a discount or not, was a lawful transaction, and consequently that proof of those facts without more, furnishes no ground of relief whatever in this case.

They also seem to be equally unmindful of the fact that the allegations of combination, confederacy and fraud, are unequivocally denied in the answer. Those denials are very properly invoked by the respondents as evidence to refute the allegations which constitute the foundation for relief. Reliance is not placed upon those denials alone by the respondents, but they also rely upon the testimony of the debtor himself, who most unequivocally negatives the whole foundation of the allegations of the bill of complaint. Under these circumstances it is impossible to say that the transaction was fraudulent, or that the complainants are entitled to relief.

Second. Adopting the classification already suggested, the second charge is, that the conveyance was ex-

ecuted as a part of the alleged fraudulent scheme, and is a cover to the arrangement previously carried into effect, in pursuance of the corrupt bargain, understanding and agreement, made between the assignor and the principal respondents.

Like the first charge, this one also, is met by the unqualified denial of the answer. All three of the respondents deny the charge in all its details, and the testimony of the debtor is equally explicit to the same effect. Attention was also called at the argument, to the fact that the two principal respondents were preferred in the instrument; and it must be admitted that such a clause, in some jurisdictions, would render the assignment void, but the effect of it as a general rule, must depend upon the local law. State laws may authorize such a preference, or they may forbid it, and in all cases when the proceeding is under the State law, the regulation of the State must furnish the rule of decision. Assignments with preferences in favor of certain creditors are held to be valid in this State, as appears by several decisions of the State Court; and this Court will follow that rule, until it is repealed by competent authority.

Dockray vs. Dockray, 2 *R. I.* 547.

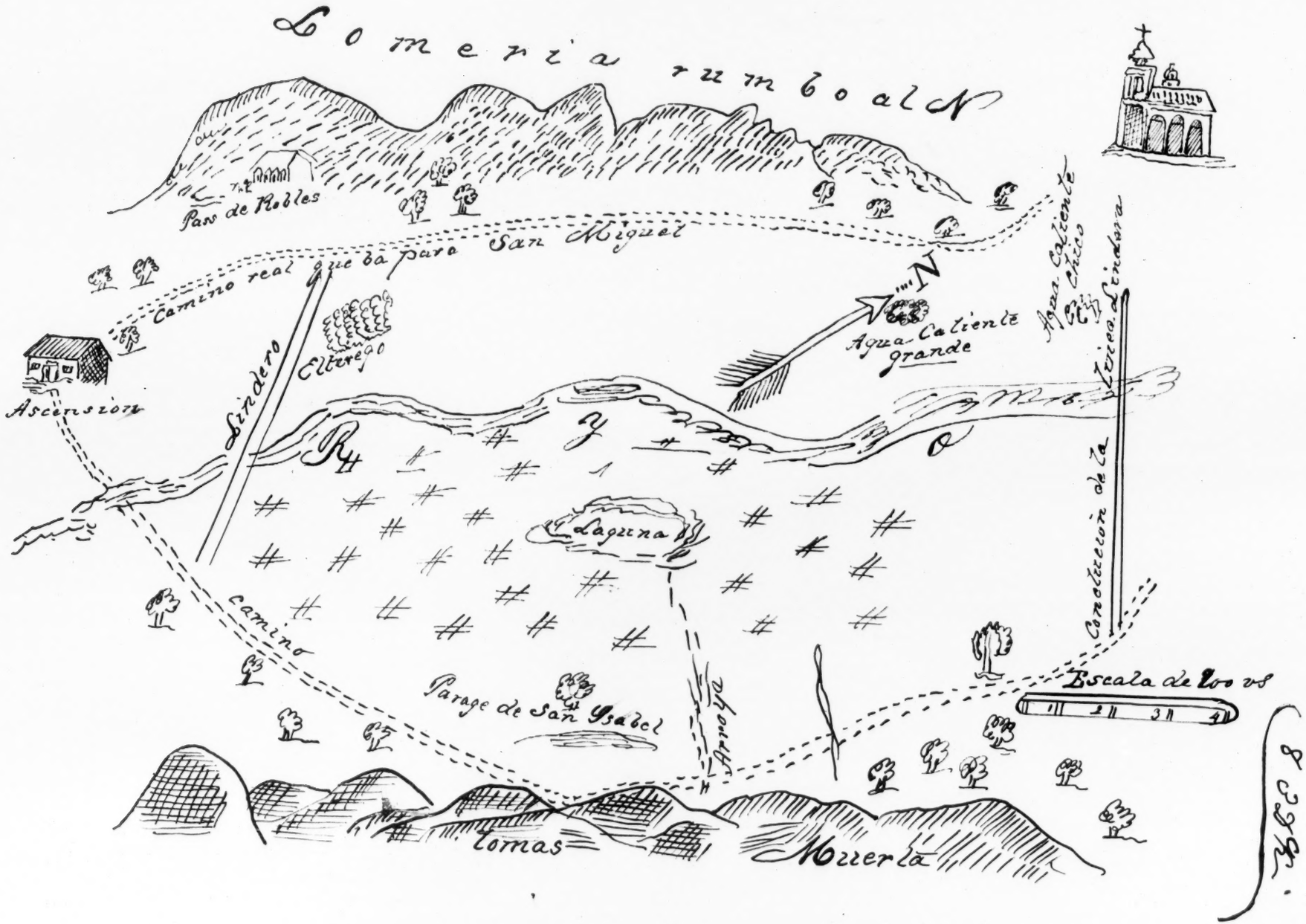
Beckwith vs. Brown, et. al. 2 *R. I. Rep.* 311.

Sadlier et. al. vs. Fallon, 4 *R. I.* 490.

Third. Complainants charge, in the third place, that the assignee was cognizant of the corrupt scheme and combination set forth in the first charge, and that he well knew the fraudulent purpose for which the mortgage and assignment were executed. But the charge is very positively denied in the answer, and the com-

plainants offer no satisfactory proof in support of it, and under those circumstances they can hardly expect a finding in their favor.

Fourth. Finally, the complainants charge in the fourth place, that the debtor, after the execution of the mortgage and the assignment, continued to treat the property conveyed as his own, and that he was allowed to do so by the respondents. But they fail to prove the charge, and it is very explicitly denied in the answers. In view of the whole evidence, I am of the opinion that the complainants have failed to prove any one of the charges against the respondents, and the bill of complaint is accordingly dismissed with costs.


Loma en la rumbo al N
Paso de Robles
Camino real que va para San Miguel
Agua Caliente chico
Agua Caliente grande
Ascensión
Sendero
Ojito
Laguna
Camino
Paraje de San Isabel
Escala de los vs
1 2 3 4
Tomas
Noria

6

#570

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Mar.

Salinas

Casa

Casa

Casa

Casa

Rancho Nacional

Rio del Rancho

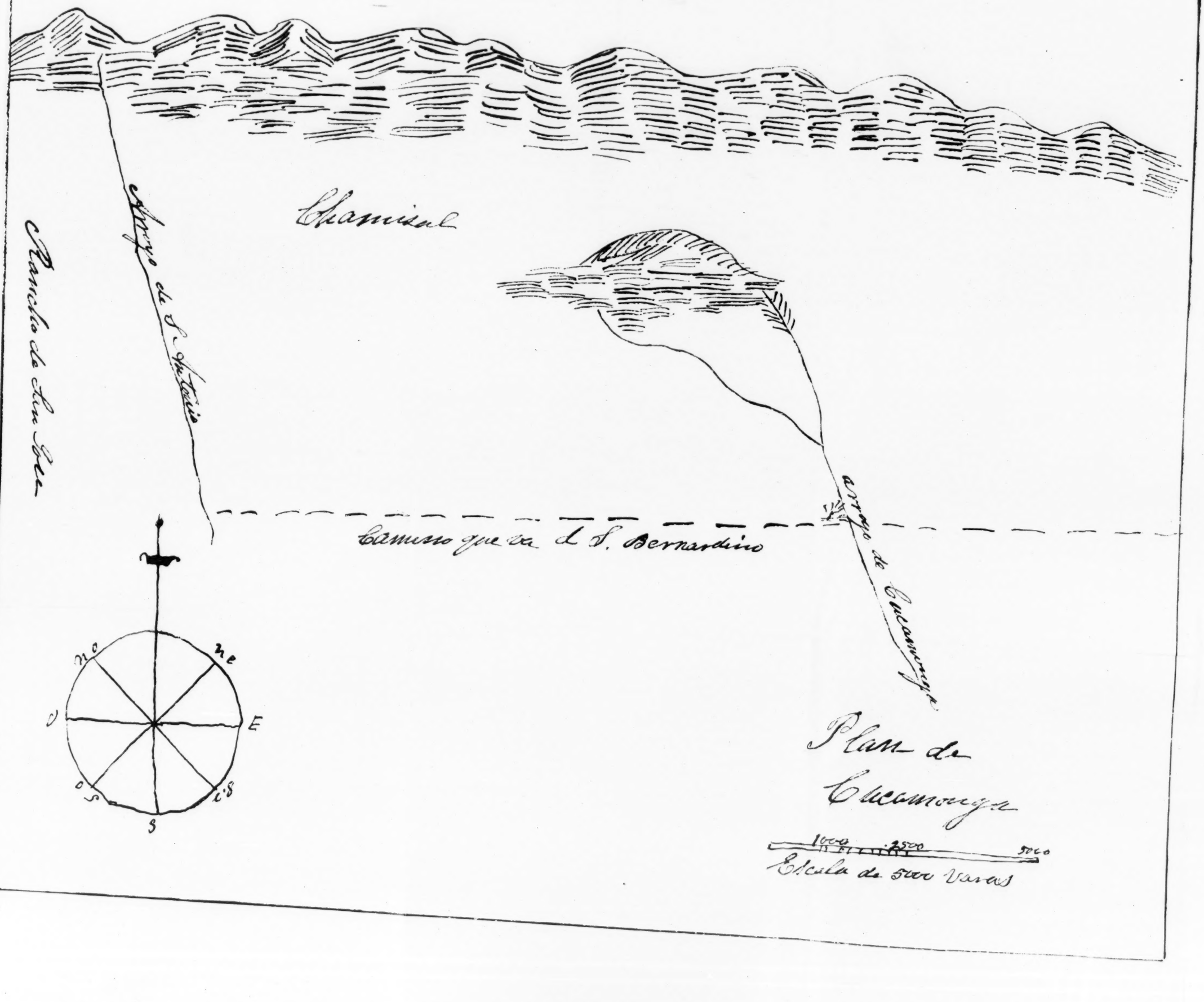
Rancho

Camino R. de Monterey

Camino por el valle

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Page 13.

5 Doc

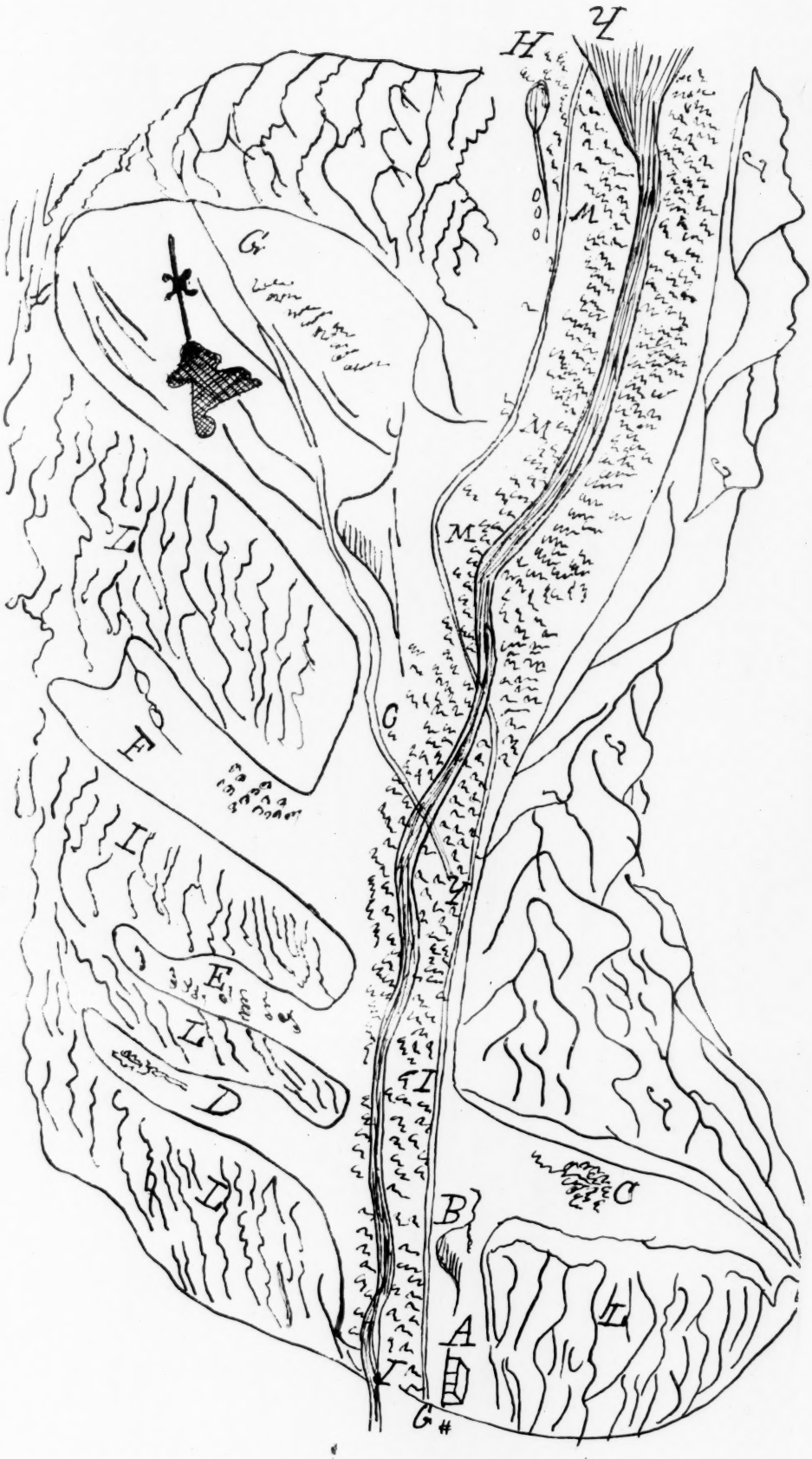


Plan de Cucamonga

1000 2500 5000

Escala de 5000 Varas

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№ 229 - U.S. vs Villavicencio
page 12

LA SIERRA

EL SITIO DEL
RAFAEL VILLA
NOMBRADO
Sn GERONIMO

EL SITIO DEL LINDERO
PULLAM ESTRADA

ENCINAL

EL SITIO DEL LINDERO
VICENTE FELIX

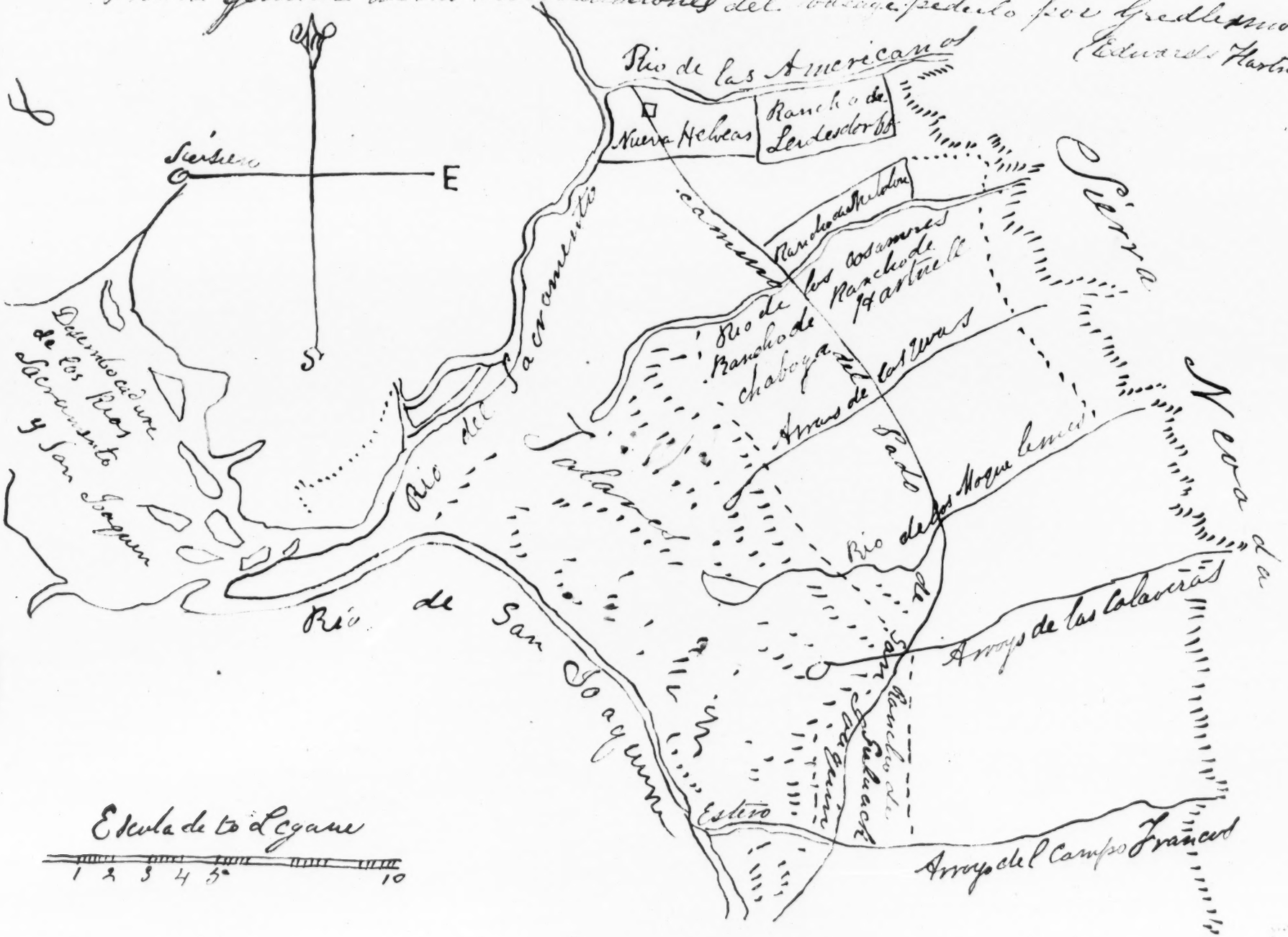
Calle Real

NORTE

MAR PACIFICO DEL NORTE

Nº 231. W.S. to Hartnell
page 45

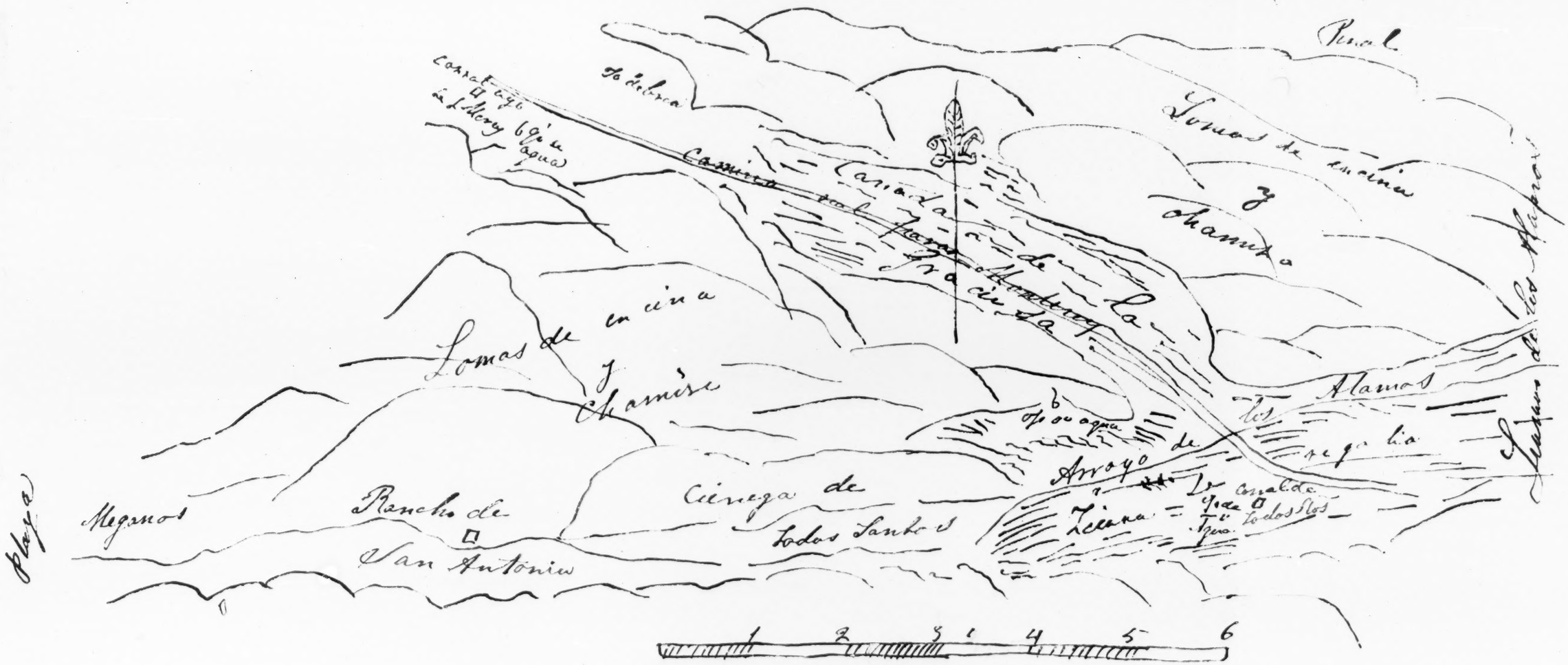
Plano general de las inmediaciones del Embarcadero fundado por Guadalupe Vallejo
Edward Hartnell



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Plan de Todos Santos y San Antonio

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Map of the Rancho "Bolsa de San Cayetano

Finally confirmed to

Jose de Jesus Vallejo

Surveyed under the direction
of the U.S. Surveyor General by

James E. Freeman
Dep.y Sur.r
March 1857
Containing 14,751 64/100 Acres

Scale of 40 chains or half a Mile to 1 Inch
2 Miles
Scale of One League or 210 65/100 chains
1 League



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Plat

of the

Bolsa de San Cayetano

finally confirmed to

Jose de Jesus Vallejo

Surveyed under instructions from the

U.S. Surveyor General

by

J.E. Terrell Deps. Surv.

June 1859

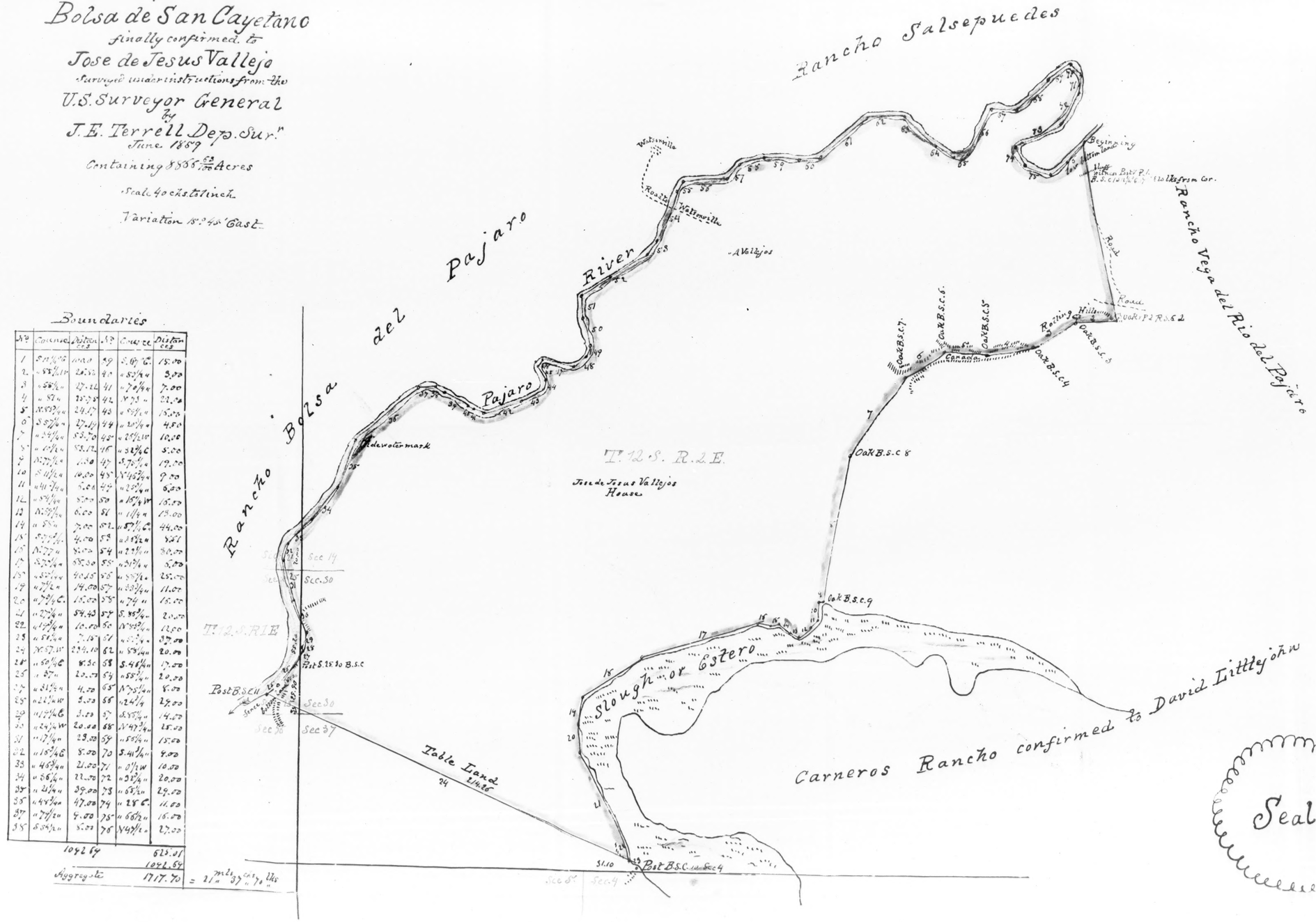
Containing 8885 $\frac{63}{100}$ Acres

Scale 40 chs to 1 inch

Variation 18° 45' East

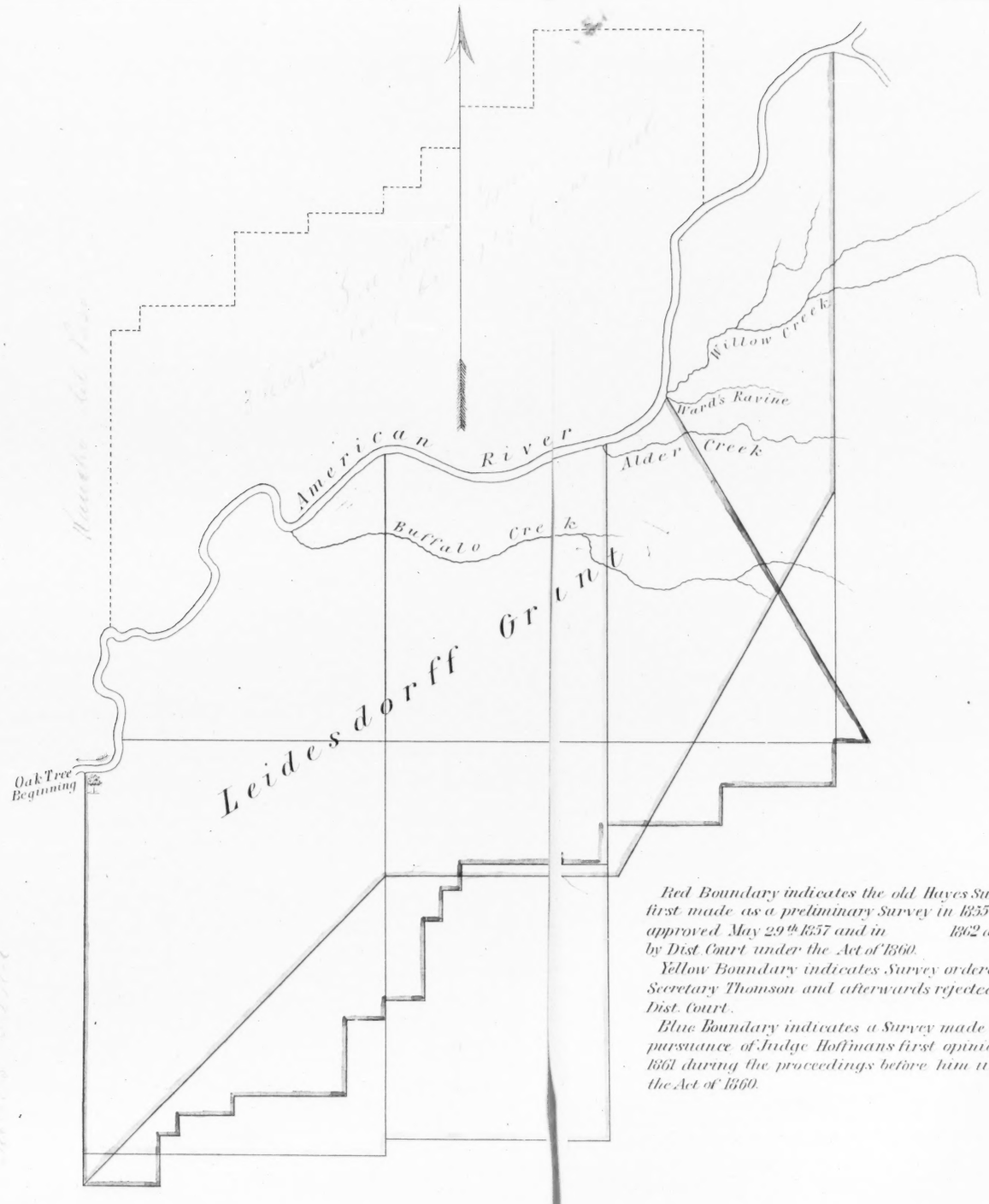
Boundaries

No	Courses	Distances Lks	No	Courses	Distances Lks
1	S 81 1/2 W	1000	39	S. 67 W.	15.00
2	" 88 1/2 W	2.50	40	" 82 1/2 W	3.00
3	" 88 1/2 W	47.42	41	" 78 1/2 W	7.00
4	" 87 W	35.25	42	N 73 "	21.00
5	N 83 1/2 W	24.15	43	" 69 1/2 W	15.00
6	S 85 1/2 W	47.49	44	" 70 1/2 W	4.50
7	" 84 1/2 W	53.50	45	" 78 1/2 W	10.50
8	" 81 1/2 W	58.12	46	" 82 1/2 E	5.00
9	N 77 1/2 W	1.50	47	S 75 1/2 W	19.00
10	S 81 1/2 W	10.00	48	N 45 1/2 W	9.00
11	" 41 1/2 W	7.00	49	" 25 1/2 W	6.50
12	" 84 1/2 W	32.00	50	" 15 1/2 W	15.50
13	N 59 1/2 W	6.00	51	" 11 1/2 W	13.00
14	" 81 W	7.00	52	" 57 1/2 E	44.00
15	S 89 1/2 W	4.00	53	" 38 1/2 W	9.50
16	N 77 1/2 W	8.00	54	" 22 1/2 W	30.00
17	S 82 1/2 W	58.50	55	" 51 1/2 W	8.00
18	" 88 1/2 W	40.15	56	" 58 1/2 W	25.00
19	" 77 1/2 W	14.00	57	" 33 1/2 W	11.00
20	" 79 1/2 E.	13.00	58	" 74 "	16.00
21	" 77 1/2 W	54.43	59	S. 85 1/2 W	20.00
22	" 17 1/2 W	10.00	60	N 88 1/2 W	12.00
23	" 81 1/2 W	7.15	61	" 77 1/2 W	37.00
24	N 87 W	234.10	62	" 83 1/2 W	20.00
25	" 80 1/2 E	8.50	58	S. 48 1/2 W	17.00
26	" 87 W	20.00	59	" 88 1/2 W	20.00
27	" 81 1/2 W	4.00	65	N 75 1/2 W	8.00
28	" 22 1/2 W	5.00	66	" 24 1/2 W	12.00
29	" 17 1/2 E	3.00	67	S. 85 1/2 W	14.00
30	" 24 1/2 W	20.00	68	N 47 3/4 W	18.00
31	" 17 1/2 W	23.00	69	" 88 1/2 W	15.00
32	" 18 1/2 E	8.00	70	S. 41 1/2 W	4.00
33	" 48 1/2 W	21.00	71	" 0 1/2 W	10.00
34	" 26 1/2 W	22.00	72	" 32 1/2 W	20.00
35	" 21 1/2 W	39.00	73	" 63 1/2 W	29.00
36	" 48 1/2 W	47.00	74	" 28 E.	11.00
37	" 79 1/2 W	4.00	75	" 66 1/2 W	16.00
38	S 84 1/2 W	8.00	76	N 49 1/2 W	27.00
		1042.64			623.21
					1042.64
Aggregate		1717.70	= 2 m. 37 ch. 70 lks		



No 35 -
Filed in Office this 6th Feb'y 1850
C. Sinnard

"JOW No 1"



Red Boundary indicates the old Hayes Survey first made as a preliminary Survey in 1855 finally approved May 29th 1857 and in 1862 approved by Dist. Court under the Act of 1860.

Yellow Boundary indicates Survey ordered by Secretary Thomson and afterwards rejected by Dist. Court.

Blue Boundary indicates a Survey made in pursuance of Judge Hoffmans first opinion in 1861 during the proceedings before him under the Act of 1860.

No 291. Turrill vs My & K R R Co: Page 81-

No. 15,687.

Joseph D. Conrod

Welding up and Reforming the ends of Rail Road bars.

Patented Sep. 9. 1856.

